

## Insurance Quotes for Property in South Hedland WA

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**From:** Jenny <[REDACTED]>  
**To:** Insurance <insurance@accc.gov.au>  
**Date:** Thu, 08 Feb 2018 19:29:32 +1100  
**Attachments:** [REDACTED]

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Hi Accc Consultation Hub

I am writing to you as it has been brought to my attention that you are undertaking an investigation concerning Excessive Insurance Premiums being charged to property owners that are situated above the 26<sup>th</sup> parallel in Australia. Myself and my husband have a property in South Hedland, and I have spent the last three weeks trying to obtain a reasonable quote for Insurance to cover our property. Insurance for the property having risen about 400 % in the last few years. I have written to the Town of Port Hedland CEO ( no reply as yet) and the Mayor to voice my concerns for the town. If property holders in the town cannot afford to insure their properties, investment in the area will stop and the town will go into decline. The Mayor and the Regional Development Commission / Karratha were both very helpful, forwarding information on the Study being undertaken by yourselves.

I realize that the questionnaire and submissions closed late December last year but am forwarding just some of the exorbitant quotes received to date for your information. I really don't know what action we will take at this stage, cover from last year ceasing next week and no reasonable cover in sight.

Can you advise when findings from this enquiry will be to hand ?

Kind regards

Jennifer Molloy  
[REDACTED]

## RE: New submission from Landlord Residential Building Insurance Quotation

**From:** [REDACTED]  
**To:** Jenny [REDACTED]  
**Date:** Mon, 22 Jan 2018 10:23:38 +1100  
**Attachments:** [REDACTED]

Hi Jenny,

Thank you for sending this information through.

I have been able to source 5 quotes for your property based on the information below. They are:

**IAL Insurance**

\$5,768.86 – based on \$1,000 standard excess

**CGU Insurance**

\$9,729.50 – based on \$1,000 standard excess

**AIG Insurance**

\$11,002.52 – based on \$1,000 standard excess

**QBE insurance**

\$14,863.78 – based on \$1,000 standard excess

**Allianz Insurance**

\$15,175.34 – based on \$1,050 standard excess

All 5 insurers have quite similar policy wordings as they are based on covers required by Steadfast Insurers. The main reason for the difference in premiums is due to the location of the property and how highly each insurer rates the property as a cyclone risk.

If you do have any areas of concern regarding coverage of a particular event, please let me know and I will locate the information in the PDS and advise you. I have attached a PDS for each of the 3 most competitive quotes above. If you would like the QBE or Allianz PDS as well, please let me know.

Please let me know if you wish to proceed with any of the above quotes, or if any changes are required to the details you have provided for the quote.

Kind regards,

[REDACTED] | Assistant Service Executive | Honan Insurance Group

P: [REDACTED] | F: [REDACTED] | E: [REDACTED]

**From:** Jenny [REDACTED]  
**Sent:** Friday, 19 January 2018 7:58 PM  
**To:** [REDACTED]  
**Subject:** RE: New submission from Landlord Residential Building Insurance Quotation

Hi [REDACTED]  
 As per your questions :=

Contents – Not required  
 Weekly rent = \$425  
 Security – [REDACTED]  
 Construction – Brick veneer with iron roof  
 Excess - \$1000

Kind regards

Jenny

**From:** [REDACTED]  
**Sent:** Friday, 19 January 2018 1:28 PM  
**To:** [REDACTED]  
**Subject:** RE: New submission from Landlord Residential Building Insurance Quotation

Hi Jennifer,

Thank you for your enquiry as per below.

Due to the location of the property, we have been unsuccessful in securing a quote under our standard policy wording, however we can approach other markets such as Vero or CGU to see if they are able to quote.

In order to do so, can you please advise the following:

- \* Contents cover required (for items such as carpets, blinds, curtains, fixtures & fittings, and any portable items provided by you for the use of the tenant)
- \* Weekly rent
- \* Security of the property
  - \* Deadlocks/security doors
  - \* Keyed window locks, bars or grills
  - \* Type of alarm, if any
- \* Construction of the roof (e.g. tile)
- \* Preferred standard excess
- \* If there are any interested parties (i.e. a bank or lender)

I should be able to quote given the information above.

Please let me know if you have any questions.

Kind regards,

Assistant Service Executive | Honan Insurance Group

P: | F: | E:

A: Level 5, 1 York Street Sydney NSW 2000 | W: [www.honan.com.au](http://www.honan.com.au)



ABOUT WBN

ASIA PACIFIC PARTNER OF THE WORLDWIDE BROKER NETWORK (WBN)

Important Notices:

- No coverage is bound until confirmed in writing by the issuing insurer or an authorised Honan Insurance and Financial Services representative.
- The information in this email is confidential and may also be privileged. If you are not the intended recipient, any use or dissemination of the information and any disclosure or copying of this email is unauthorised and strictly prohibited.
- If you received this email in error, please promptly inform us by reply email or telephone. You should also delete and destroy any hard copies.
- We are committed to protecting your privacy. We collect, hold and use the personal information you provide solely for the purposes of managing your insurances. The personal information may be disclosed to the insurer and as required other third party people or entities directly involved in your insurance. We will not trade, rent or sell this information. For more information relating to privacy, please see the privacy policy on our website.

**From:** On Behalf Of  
**Sent:** 17 January 2018 5:29 PM  
**To:** Landlords  
**Subject:** New submission from Landlord Residential Building Insurance Quotation

Your details
<b>Your Name:</b> Jennifer Molloy
<b>Postal Address:</b> [REDACTED]
<b>State:</b> Northern Territory
<b>Postcode:</b> 0849
<b>Your Email Address:</b> [REDACTED]
<b>Your Phone Number:</b> [REDACTED]
Insured Property Details
<b>Name of Insured:</b> Jennifer Molloy
<b>Address to be Insured:</b> [REDACTED]
<b>Suburb:</b> South Hedland
<b>State:</b> Western Australia
<b>Postcode:</b> 6722

<b>Type of Property:</b>
House
<b>Mortgage:</b>
no
<b>Cover required from (date):</b>
02/15/2018
<b>Year Built</b>
1974
<b>Building Construction:</b>
Brick
<b>Sum Insured (\$):</b>
400000
<b>Last 3 years claims history:</b>
NIL
<b>Have you had any insurance refused, declined or cancelled by an insurer, or made subject to special conditions?:</b>
No

Message protected by SpamScreen: e-mail anti-virus, anti-spam and content filtering.  
<http://itservices.rioh.com.au>

Message protected by SpamScreen: e-mail anti-virus, anti-spam and content filtering.  
<http://itservices.rioh.com.au>

[Report this message as spam](#)

# Landlords Insurance

Product Disclosure Statement  
**Accidental Damage**



# Landlord Accidental Damage

## Product Disclosure Statement

### Introduction

Thank You for choosing Us to insure You.

Please take the time to read this booklet carefully to ensure that You understand what Your policy covers, what Excesses apply and how to make a Claim. If You have any questions or need more information, please contact Your Steadfast Broker.

### About this booklet

This booklet is a Product Disclosure Statement (**PDS**) which has two parts:

1. Important information which is to help You understand the insurance; and,
2. The policy wording which sets out terms and conditions of the cover provided. It is up to You to choose the cover You need.

Other documents may comprise the PDS and We will tell You if this is the case in the relevant document.

Any advice in this booklet is general in nature only and has not considered Your objectives, financial situation or needs. You should carefully consider the information provided having regard to Your personal circumstances to decide if it is right for You.

### Updating this PDS

We may update the information contained in this PDS when necessary. A copy of any updated information will be made available to You by Your Steadfast Broker at no cost to You. We will issue You with a new PDS or a supplementary PDS, where the update is to rectify a misleading or deceptive statement or omission, which is materially adverse from the point of view of a reasonable person deciding whether to obtain or renew this insurance.

This PDS was prepared on 15<sup>th</sup> March 2017.

## Table of Contents

<b>Important Information</b>	4
About Us	4
About Steadfast	4
About this Policy	4
Privacy of Your personal information	4
How to apply for this Policy	5
The cost of this Policy	5
Keep Your receipts	6
How to make a claim	6
General Insurance Code of Practice	6
Your cooling off rights	6
Dispute resolution	6
Financial Claims Scheme	7
<b>Policy Wording</b>	8
Our agreement with You	8
Paying Your premium	8
Preventing Our right of recovery	8
Other party's interests	9
Providing proof	9
Your claim may be refused	9
Changing Your Policy	9
Cancelling Your Policy	9
Notices	9
Optional cover You can select	10
Excess that may apply	10
Words with special meanings	10
<b>Section 1 – Buildings and Contents</b>	15
What is insured	15
Additional things We will pay for when You have insured Your Buildings	16
Additional things We will pay for when You have insured Your Contents	17
Additional things We will pay for when You have insured Your Buildings and/or Contents	17
Limited for the value of Contents	17
Paying Claims	17
The most We will pay for Your Buildings or Contents	18
How We pay a Claim for Your Contents	19
Optional benefit - Loss of Rent	20
Optional benefit - Strata Title Mortgagee Protection	20
Optional Benefit - Rent Default	21
Paying Claims for Rent Default	21
Theft by a Tenant	22
Rent Default and Theft by a Tenant Excess	22
Additional things We will pay for when You make a Claim for Rent Default and Theft by a Tenant	22

<b>Section 2 – Liability</b>	23
Limit of Your liability cover	23
When We will pay	23
When We will not pay	23
<b>What Section 1 and Section 2 of the Policy Do Not Cover</b>	24
<b>Policy Information - general terms and conditions</b>	25
When Your insurance cover does not apply	25
Sanction limitation and exclusion clause	25
Other interests	25
What You are required to do for Us	25
Goods and Services Tax (GST)	25
The law that applies to this Policy	25
How to make a claim	25
What You must do when You make a claim	26
What You must not do when You make a claim	26
You give Us Your rights to Claim from anyone else	26
<b>Claims Payment Examples</b>	26



## Important Information

### About Us

Insurance Australia Limited is the issuer. Our Australian Business Number is 11 000 016 722. Our Australian Financial Services Licence Number is 227681. Our address is 388 George Street, Sydney NSW 2000.

### About Steadfast

Steadfast Group Limited (**Steadfast**) is a public company that operates a large network of insurance brokerages in Australia known as Steadfast Brokers. This policy is available exclusively to You through a Steadfast Broker.

Steadfast does not issue, guarantee or underwrite this Policy.

### About this Policy

If We issue You a Policy, You will be given a Policy Schedule. The Policy Schedule sets out the covers You have chosen and should be read together with the Policy Wording. You should check the Policy Schedule carefully to ensure it accurately states what You have insured.

The Policy Wording and Policy Schedule form Your legal contract with Us so please keep them in a safe place for future reference.

If You require further assistance or information about this Policy, please contact Your Steadfast Broker.

## Privacy of Your Personal Information

We, along with all entities in Insurance Australia Group value the privacy of the personal information We collect about You.

We are committed to handling Your personal information in line with the privacy laws and the terms of this PDS.

### When You provide Your personal information

#### Collecting and using Your information

You acknowledge and consent to Us, Insurance Australia Group and their distributors collecting and using Your information on a confidential basis to:

- consider Your insurance application and any subsequent application for insurance
- underwrite and price any policy
- calculate and offer discounts
- issue a policy to You
- administer Your policy
- investigate, assess and pay any claim made by or against You or that could be made against You
- recover money paid to You or recover debts You have incurred
- contact You for market research
- provide You with information and offers about products and services We offer
- provide You with information and offers about products and services offered by Insurance Australia Group and its related entities, Our related entities and by Our partners and to any agent of these that We promote

You can 'opt out' from receiving marketing information at any time by contacting Us. You must inform Us if You do not want Your personal information disclosed or used for these marketing or market research purposes.

## Collecting and disclosing Your information

We collect Your personal information directly from You or through others. For these purposes, You acknowledge and consent to Us collecting Your personal information from, and disclosing Your information where disclosure is permitted by law to:

- Our agents
- Our related entities and their distributors
- other insurers
- insurance reference bureaus
- law enforcement agencies
- Our service providers (which includes investigators and recovery agents, lawyers, assessors, repairers, suppliers, advisers and any agent of these) - which includes some service providers that may be based overseas
- any credit provider that has security over Your assets
- publically available data
- Partners and affiliates

We may collect personal information about You directly in various ways including:

- over the phone,
- in person including at branches or offices
- over the internet, including via Our website, online forms and surveys, email or cookies
- in writing, including via hard copy forms
- electronics devices such as telematics device and home automation systems

## Privacy Policy

Our Privacy Policy provides more information about how We collect, from whom We collect and how We hold, use and disclose Your personal information. Our Privacy Policy also provides information about how You can:

- access Your personal information
- ask Us to correct Your personal information, and
- complain about a breach of the privacy principles set out in the Privacy Act 1988 (Cth) and how We will deal with Your complaint.

To get a free copy of Our Privacy Policy go to <https://www.ial.com.au>

## How to apply for this Policy

To apply for this Policy, please complete Our online application form with Your Steadfast Broker.

If We accept Your application, You will receive a Policy Schedule that sets out details of the cover You have chosen.

## The cost of this Policy

The premium is the amount We charge You for this Policy. It includes the amount We have calculated for the risk as well as the taxes and government charges that are applicable. The premium will be shown on the Policy Schedule.

When calculating the premium We take a number of factors into account. These factors and the degree to which they affect the premium will depend on the information You give Us, and the level and type of cover You choose. The main factors that impact Your premium include:

- the type of property being insured;
- where the property is located;
- the type of construction of the property; and
- Your previous insurance and Claims history.

Some rating factors do not affect all components of the premium calculation. For example, age discounts, retiree discounts, no Claim bonus and loyalty discounts do not apply to the parts of the premium that are paid for liability cover or Flood cover.

### **Keep Your receipts**

You should keep receipts, invoices or other evidence of ownership and value of any other property covered under the Policy because if You make a claim You will be asked to prove ownership and value in order for Us to pay the claim.

### **How to make a claim**

Please contact Your Steadfast Broker to assist You in making a claim.

In an emergency outside normal business hours You may ring Our emergency service on 1300 559 019 for assistance.

Further details of what You must do for Us to consider Your claim are provided in the 'Making a claim' section of this booklet.

### **General Insurance Code of Practice**

We are a signatory to the General Insurance Code of Practice.

The Code aims to:

- promote more informed relations between insurers and their customers;
- improve consumer confidence in the general insurance industry;
- provide better mechanisms for the resolution of complaints and disputes between insurers and their customers; and
- commit insurers and the professionals they rely upon to higher standards of customer service.

You can download a copy of the Code from <http://codeofpractice.com.au>.

### **Your cooling off rights**

If You want to cancel this Policy after Your decision to buy it, You may do so and receive a full refund of Your premium. To do this You must notify Your Steadfast Broker electronically or in writing within twenty one (21) days from the date the Policy commenced.

This cooling off right does not apply if You have made or are entitled to make a claim.

Even after the cooling off period ends, You still have cancellation rights however We and Your Steadfast Broker may deduct certain amounts from any refund that may be due for administration costs or any non-refundable taxes.

### **Dispute resolution**

We will do everything possible to provide a quality service to You. However, We recognise that occasionally there may be some aspect of Our service or a decision We have made that You wish to query or draw Our attention to. We have a complaints and dispute resolution procedure which undertakes to deal with Your complaint promptly. It is important to follow the complaint handling process so We are able to resolve Your concern effectively.

#### **1. Tell Us**

If You would like to make a complaint please tell Us by contacting the relevant department Your complaint relates to (see table below). In most cases they will be able to resolve the matter. If not You will be referred to a manager who will attempt to resolve the matter. A response will be provided within fifteen (15) business days.

<b>Policy</b>	<p>If Your complaint relates to, or if You have any concerns about, the sale of Your Policy, please contact Your Steadfast Broker.</p> <p>You can also contact Us by email to <a href="mailto:compliance.manager@ial.com.au">compliance.manager@ial.com.au</a>. We will assist by directing Your concern to Your Steadfast Broker.</p>
<b>Claims</b>	<p>If Your complaint relates to a claim, please contact Us by:</p> <p>Phone: 1300 559 019</p> <p>Email: <a href="mailto:claims@ial.com.au">claims@ial.com.au</a></p> <p>Fax: 1300 764 496</p>

## 2. Independent Internal Review

If You are dissatisfied with how Your complaint has been resolved, You can escalate Your complaint to Our Internal Dispute Resolution (**IDR**) department who will review the decision independently. You may be asked to put Your complaint in writing to Us.

You can contact Our IDR department by:

Email: [compliance.manager@ial.com.au](mailto:compliance.manager@ial.com.au)  
 Phone: (02) 9099 4997  
 Address: IAL IDR, GPO Box 933, Sydney NSW 2001

The IDR department will contact You with a decision within fifteen (15) business days of receiving Your complaint.

## 3. Review by the Financial Ombudsman Service

In most cases We can resolve any problems Our customers have but if You remain dissatisfied with how We have resolved Your concern You can contact the Financial Ombudsman Service (**FOS**) for an independent external review at no cost to You. We are bound by any determination by FOS but the decision is not binding on You.

FOS can be contacted by:

Phone: 1300 780 808  
 Fax: (03) 9621 2060  
 Email: [info@fos.org.au](mailto:info@fos.org.au)  
 Address: Financial Ombudsman Service, GPO Box 3, Melbourne VIC 3001  
 Internet: [www.fos.org.au](http://www.fos.org.au)

## Financial Claims Scheme

This Policy is a protected policy under the Financial Claims Scheme (**FCS**) which protects certain insureds and claimants in the event of an insurer becoming insolvent. In the unlikely event of Us becoming insolvent You may be entitled to access the FCS, provided You meet the eligibility criteria.

More information about the FCS may be obtained from the APRA website at <http://www.apra.gov.au> and the APRA hotline on 1300 55 88 49.

## **Policy Wording**

### **Our agreement with You**

This policy is a legal contract between You and Us. If We accept Your application for insurance, You pay Us the premium and We provide You with the cover You have chosen as set out in this Policy and Your policy Schedule for the period of insurance shown on Your policy Schedule.

The limits of cover applying to the cover selected by You, and the amount of any Excess that applies to Your policy, is shown on Your policy Schedule.

### **Paying Your premium**

There are two ways You can pay Your premium:

- in one (1) annual payment to Your Steadfast Broker; or
- if provided, in monthly instalments by automatic deductions from Your credit card or from Your bank account which can be arranged by Your Steadfast Broker

You must pay Your premium in the manner set out on Your Policy Schedule.

#### **Paying Your annual premium**

You must pay Your annual premium to Your Steadfast Broker by the due date.

If Your premium is unpaid by the due date or Your payment is dishonoured, this Policy will not operate and there will be no cover.

#### **Paying Your instalment premium**

We will deduct Your premium instalments each month from Your nominated bank account or credit card on the day of the month shown on Your Policy Schedule as Your payment date (or the next business day if Your payment date falls on a weekend or public holiday in any given month).

When You renew Your Policy, We will continue to deduct Your premium instalments for Your renewed Policy on the same day of the month, unless You tell Us otherwise.

Further details of Your instalments are shown on Your Policy Schedule.

If Your first instalment is unpaid by the due date (e.g. because Your payment is dishonoured), this Policy will not operate and there will be no cover.

In the event that You fail to make any of Your instalment premium payments when they are due, You may be responsible for any administration or dishonour fees.

We are entitled to deduct from any amount We pay You under a claim any unpaid premium instalments.

We may not pay a claim under this Policy if, at the time the claim occurred, any instalment of premium has remained unpaid for fourteen (14) days or more.

If any instalment of premium is overdue by one (1) month, We may cancel this Policy. We will send a notice to Your Steadfast Broker with details of the action We intend to take and when any cancellation will become effective.

You must tell Us if Your nominated bank account or credit card details change. You must do this no later than seven (7) days before Your next instalment is due.

### **Preventing Our right of recovery**

If You have agreed not to seek compensation from another person who is liable to compensate You for any destruction, loss, damage or liability which is covered by this policy, We will not cover You under this policy for

that destruction, loss, damage or liability.

### **Other party's interests**

You must tell Us of the interest of all parties (e.g. financiers, lessors or owners) who will be covered by this insurance. We will protect their interests only if You have told Us about them and We have noted them on Your policy Schedule.

### **Providing proof**

So that Your Claim can be assessed quickly You should keep the following:

- receipts or other confirmation of purchase and ownership;
- valuations; and
- photographs of items in the home.

We may ask You for these if You make a Claim. You must be able to prove to Us that You have suffered a loss that is covered by this policy before We will pay Your Claim for it.

### **Your Claim may be refused**

We may refuse to pay or reduce the amount We pay for Your Claim if You do not comply with the policy conditions, if You do not provide Us with all information We require, if You make a misrepresentation, or if You make a fraudulent claim.

### **Changing Your policy**

If You want to make a change to this policy, the change becomes effective when:

- We agree to it; and
- We give You a new policy Schedule detailing the change.

### **Cancelling Your policy**

#### **How You may cancel this policy**

You may cancel this policy at any time by telling Us in writing that You want to cancel it. Where 'You' involves more than one (1) person, We will only cancel the policy when a written agreement to cancel the policy is received from all persons named as the insured on the Schedule.

#### **How We may cancel Your policy**

We may cancel this policy in any of the circumstances permitted by law (e.g. failure to pay the premium by the due date) by informing You in writing.

We will give You notice in person or send it to Your address (including an electronic address) last known to Us.

Where You have paid Your premium in advance of the date of cancellation, We will refund to You the proportion of the premium for the remaining period of insurance (less any fees or expenses that may be charged by Us for administration costs and any non-refundable taxes). Unless directed otherwise by all insureds, the refund will be made payable to the first named insured on Your policy Schedule.

### **Notices**

Any notice We give You will be in writing, and it will be effective:

- If it is delivered to You personally; or
- It is delivered to You at Your address (including an electronic address) which is last known to Us.

It is important for You to tell Us of any change of address as soon as possible.

### **Optional cover You can select**

You can choose cover for:

- Buildings.
- Contents.
- Loss of Rent.
- Strata Title mortgagee protection.
- Rent Default.
- Theft by a Tenant.

Any optional cover We agree to provide You will be shown on Your Schedule.

### **Excess that may apply**

If You make a Claim under the policy, You may be required to pay one or more Excesses. The descriptions of these Excesses and the circumstances in which they are applied are shown in the policy.

If You select cover for Buildings and Contents, in the event of destruction, loss or damage to both Your insured Buildings and Contents for the same event, You will only be required to pay one Excess. If the nominated Excess for Buildings and Contents are different, the Excess payable will be the higher of these Excesses.

In most instances, You can select at the time of Your enquiry or application for insurance the amount of policy Excess You wish to pay should You have a Claim. When You select a higher policy Excess amount, We will normally reduce the amount of premium We charge You.

In some instances, We will impose the amount of policy Excess You will need to pay should You have a Claim.

In deciding to impose a policy Excess, We take into consideration a number of factors in setting the amount of the policy Excess. These include factors relating to the type of property being insured, where the property is located, the type of construction of the property and Your previous insurance and claims history. At the time of Your enquiry or application for insurance, the amount of policy Excess will be advised to You.

### **Words with special meanings**

In this policy there are words that have a special meaning. These words are listed below.

#### **Agent (Property Agent)**

Your licenced real estate agent or property manager.

#### **Allowable Reletting Expenses**

Reletting expenses as specified in the current Rental Agreement for Your property.

#### **Audit**

An investigation of Your financial or taxation affairs that is initiated by an authorised government authority or agency in relation to, and following the lodgement of a tax return.

#### **Bond Money**

Money paid by the Tenant and held as security against damage to the property or outstanding Rent or other costs. Your policy will operate on the basis that Bond Money equal to at least four weeks Rent has been paid.

## Buildings

Buildings are:

- Residential Buildings including any professional offices or surgeries in those Buildings.
- Domestic out-Buildings.
- Fixed coverings to walls, floors and ceilings. This does not include fixed carpet, curtains or internal blinds.
- Services, which include the supply of electricity, water, etc.
- Items built in or fixed to or on the Buildings.
- Jetties, wharfs, pontoons and moorings used for domestic purposes.
- Blinds or awnings on the outside of the Buildings.
- Anything permanently built, permanently constructed or installed permanently on Your property for domestic purposes.
- Building materials. We will pay up to \$5000 in total for these items.

Buildings are not:

- Property that a Tenant is liable for under the terms of a Rental Agreement. This does not apply to items listed under 'What are Buildings'.
- Lawns.
- Loose or compacted soil, gravel, pebbles, rocks or sand.
- Dams.
- Plants, shrubs, trees or grass.

## Claim

A separate identifiable event for which the policy provides cover. Where multiple events are submitted at the same time or on the same Claim form, they will be treated as separate Claims for the application of any policy Excess or limitation.

## Contents

Contents are:

- Household goods You own or are legally responsible for that are not fixed or fitted to Your Building at Your Rental property.
- Carpets, curtains and internal blinds.
- Furniture and furnishings that are not built in.
- Portable domestic appliances that are not built in.
- Swimming pools, saunas and spas that are not built in, and accessories for any swimming pools, saunas or spas.
- Items thinly covered with gold or silver that are not jewellery or watches.
- Fixtures and fittings that have been installed if You are the owner of a strata title unit. We will not cover any fixtures and fittings if the body corporate has them insured.
- Clothing, pedal cycles, surfboards, sailboards, surf skis. We will pay up to \$2,000 in total for these items.
- Special contents which are listed on Your Schedule.

Contents are not:

- Jewellery and watches.
- Items that contain gold or silver. This does not include items thinly covered with gold or silver
- Unset precious and semi-precious stones
- Furs.
- Personal effects.
- Money.
- Negotiable documents.



- Items able to be powered by battery as listed:
  - Cassette players
  - Compact disc players
  - Electronic diaries
  - Mobile or portable phones
  - Portable computers
  - Radios
  - Record players
  - Tape recorders
  - Televisions
  - Video recorders, or
  - Cameras.
- Sporting equipment.
- Photographic equipment.
- Collections of stamps, medals or coins.
- Plants and trees growing outdoors. This does not include plants and trees growing in pots or tubs.
- Animals, including birds and fish.
- Motorcycles, mini- bikes, caravans, trailers, aircraft, watercraft or motor vehicles other than ride-on mowers.
- Building materials.

### **Deliberate or Intentional Damage**

An act done without the owner's permission and with the full knowledge that the action will alter the current state of the property, and without any malice, vindictiveness or spite. This does not include:

- Tenant neglect, carelessness, poor housekeeping, or unhygienic living habits.
- Damage occurring during maintenance operations carried out by the Tenants or anyone acting on their behalf.
- Damage as a result of repairs, or attempted repairs, carried out by the Tenants or anyone acting on their behalf.
- Damage caused by failure of Tenants or their visitors to control their children
- Damage caused by pets belonging to Tenants, their visitors or children of the Tenants or their visitors.
- Theft, or damage caused by theft.
- Accidental damage or accidental loss.
- Malicious Damage or Vandalism.
- Scratching, dinting, chipping, rubbing or chafing.

### **Excess**

This is the amount of money You will pay if You have a Claim. We will reduce the amount We pay You for Your Claim by the Excess. Your Excess will apply for each separate identifiable event.

If You select cover for Buildings and Contents, in the event of destruction, loss or damage to both Your insured Buildings and Contents for the same event, You will only be required to pay one Excess. If the nominated Excess for Buildings and Contents are different, the Excess payable will be the higher of these excesses.

Your Excess will be increased for claims for:

- An earthquake or tsunami by \$250.
- Accidental loss or damage by \$400.
- Malicious Damage or vandalism, deliberate or intentional damage by \$400.
- Rent Default and theft by a Tenant by \$400.

**Flood**

Flood means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:

- A) a lake (whether or not it has been altered or modified);
- B) a river (whether or not it has been altered or modified);
- C) a creek (whether or not it has been altered or modified);
- D) another natural watercourse (whether or not it has been altered or modified);
- E) a reservoir;
- F) a canal;
- G) a dam.

**Holiday Let**

Short term holiday accommodation.

**Malicious Damage or Vandalism**

A wrongful act motivated by malice, vindictiveness or spite with the intention of damaging the property. This does not include:

- Tenant neglect, carelessness, poor housekeeping or unhygienic living habits.
- Damage occurring during maintenance operations carried out by the Tenants or anyone acting on their behalf.
- Damage as a result of repairs, or attempted repairs, carried out by the Tenants or anyone acting on their behalf.
- Damage caused by failure of Tenants or their visitors to control their children.
- Damage caused by pets belonging to Tenants, their visitors or children of the Tenants or their visitors.
- Theft, or damage caused by theft.
- Deliberate or Intentional Damage.
- Accidental damage or accidental loss.
- Scratching, dinting, chipping, rubbing or chafing.

**Periodic Tenancy Agreement**

When a Tenant continues to occupy the Situation, after a fixed term Rental Agreement has expired, and the Rental Agreement does not provide for its continuation, and:

- a notice to leave, or
- a notice of intention to leave, or
- an abandonment termination notice,

has not been given by the Tenant to You or Your agent, or by You or Your agent to the Tenant. The Tenant is then deemed to be under a Periodic Tenancy Agreement on the same terms which applied immediately before the Rental Agreement ended. This does not include any term about the agreement's term.

**Rent**

The amount of money paid, or payable, by the Tenant to Rent Your property.

**Rent Default**

Where the Tenant fails to pay Rent in accordance with a Rental Agreement and/or Periodic Tenancy Agreement.

**Rental Agreement**

The agreement between You or Your agent and the Tenant. This agreement must be in writing and state:

- the term of the Rental period, and
- the amount of Rent payable to You, and
- the amount of the Bond Money that the Tenant is required to pay.

### **Schedule**

This is the document We give You which sets out the details of Your insurance cover. You receive a Schedule when You first take out Your insurance and again when the policy is renewed or changed.

### **Short Term Rental**

Refers to Rental periods of less than three months in length.

### **Situation**

This is the place where the Building and/or Contents are located. We will show this place on all Schedules We give You.

### **Tenant**

The person(s) named in the Rental Agreement or Periodic Tenancy Agreement and including that person's partner, children, pets, and any other person(s) permanently living at the Situation.

Any person(s) including that person's partner, children, pets and any other person(s) living at Your Situation under a Rental arrangement that is not a Rental Agreement or Periodic Tenancy Agreement.

### **We, Us, Our (the insurer)**

Insurance Australia Limited ABN 11 000 016 722, AFS Licence Number 227681.

### **You, Your (the insured)**

The person(s) whose name or entity is set out on the Schedule as the insured.

## Section 1 - Buildings and Contents

### What is insured

Your Buildings and/or Contents as set out in Your Schedule are insured if they are destroyed, lost or damaged. They are insured only if You own them, or are liable for them.

If You only insure Buildings, the cover provided for destruction, loss or damage does not apply to Contents. This does not include the Contents cover We provide shown under 'Additional things We will pay for when You have insured Your Buildings'. If You only insure Contents, the cover provided for destruction, loss or damage does not apply to Buildings.

Your Buildings and Contents are only insured while at Your Situation.

We will cover Your Buildings and Contents for any accidental damage or accidental loss including that caused by:

- Erosion, subsidence, landslide or earth movement.

The cover for erosion, subsidence, landslide or earth movement only applies if the loss or damage occurs within seventy-two (72) hours of, and as a direct result of, erosion, subsidence, landslide or earth movement directly caused by:

- storm, storm surge, Flood, rainwater, hail, snow, wind, tornado or cyclone;
- earthquake, subterranean fire, volcanic eruption or tsunami;
- explosion; or
- liquid escaping from a fixed pipe or something attached to a pipe, fixed gutter, fixed tank apparatus or a drain.

If You have insured Your Buildings under this policy, We will also cover destruction, loss or damage to gates, fences or retaining walls that are attached to, and are part of the structure of the Buildings.

- Storm, Flood, rainwater or wind. This includes storm, Flood, rainwater or wind damage to:
  - gates, fences or walls that are attached to, and are part of, the structure of the Buildings,
  - gates, fences or walls that are not attached to, and are not part of, the structure of the Buildings but only for any section of a gate, fence or wall made of brick, stone, metal or frame-supported corrugated fibrous material. The frame supporting the corrugated fibrous material must be made of brick, stone or metal
  - gates, fences or walls made of timber and that are not attached to, and are not part of, the structure of the Buildings. We will only pay for gates, fences or walls which are 15 years old or less
  - free-standing fences that do not have a supporting frame but only if these fences are made from corrugated fibrous material. These fences must have been installed and constructed according to the manufacturer's specifications.

We will not pay for storm, Flood, rainwater or wind damage to swimming pool covers including solar covers, plastic liners for swimming pools. Or to jetties, wharves, bridges or pontoons for damage by Flood.

- An electric motor burning out. If an electric motor burns out, We will repair, reinstate or replace it. We decide which one We will do. We will only do this if the electric motor is 15 years old or less.

We will not cover Your Buildings and Contents for any accidental damage or accidental loss caused by:

- Landslide, or subsidence, settling, shrinkage or any movement of earth or erosion except as described under Buildings and Contents – What is insured.
- Water entering the Buildings through an opening made for any Building, renovation or repair work.
- Water entering the Buildings because of a structural defect, faulty design or faulty workmanship when the Buildings were constructed and that You knew about (or should reasonably have known about) and did

not fix before the loss or damage occurred (e.g. if there are signs that a defect previously caused damage, We will not pay a later Claim for further damage from this defect.

- Rust, corrosion, gradual deterioration, depreciation, Wear or tear.
- Rats, mice or insects gnawing, biting, chewing, clawing, scratching or in any way polluting or contaminating Your Buildings or Contents. However, this exclusion only applies to damage caused directly by the gnawing, biting, chewing, clawing, scratching, polluting or contaminating. For example, if a mouse chews through an electrical wire, which leads to a fire, this exclusion will not operate to exclude the destruction or damage caused directly by the fire. We will not however pay for the damage to the electrical wire caused by the mouse chewing the wire.
- Roots from trees, plants, shrubs or grass For example, if the tree roots damage and block a pipe, We will pay for the resultant destruction of or damage to the Buildings caused by water overflowing in the Building. We will not however pay for damage to the pipe.
- Any process of cleaning involving the use of chemicals other than domestic household chemicals.
- A defect in an item, faulty workmanship, structural defects or faulty design and that You knew about (or should reasonably have known about) and did not fix before the loss or damage occurred.
- Breakage of mirrors, glassware, crystal, crockery or china while they are being used, cleaned or carried by hand.
- Tenants, their visitors, their visitors' children, or their visitors' pets, scratching, denting, chipping, rubbing, or scuffing, any surface
- Mechanical or electrical breakdown other than an electric motor burning out. We will for any resultant damage following mechanical or electrical breakdown.

### **Additional things We will pay for when You have insured Your Buildings**

The following will be paid in addition to the sum insured. These will only be paid when they relate to damage or loss that is covered by Section 1 – 'Buildings and Contents' of this policy.

- We will pay Your legal costs to discharge Your mortgage if Your Claim is for a total loss.
- We will pay the reasonable costs of demolishing and removing any Building debris when damage or loss occurs. We will pay up to 15 per cent of Your Buildings sum insured.
- We will pay the reasonable costs of architects, surveyors and legal fees when damage or loss occurs. We will pay up to 15 per cent of Your Buildings sum insured.
- We will pay up to \$10,000 for Contents. This will be paid in addition to any value of Contents shown on Your Schedule.
- If You have a loss, We will increase Your sum insured by the amount the Consumer Price Index (all groups) has increased since You took out Your policy or last renewed it.
- You are fully insured again for Your Buildings for the amount shown in Your Schedule following a Claim. This does not apply when Your Claim is for a total loss as Your cover for Buildings, including Contents cover We provide under 'Additional things We will pay for when You have insured Your Buildings' will end then.
- We will pay up to an additional 15 per cent of the Buildings sum insured if Your Buildings are damaged as a result of an event that the government declares a catastrophe or emergency.
- If a key to an external door lock of Your Buildings, or a key to an external window lock of Your Buildings, is stolen as a result of burglary or housebreaking, We will pay the reasonable costs of replacing the external lock, key or cylinder with a similar item. We decide which one We will do. The most We will pay is \$1,000. The burglary or housebreaking must be reported to the Police.
- If Your Buildings have been totally destroyed and We have agreed to rebuild Your Buildings, We will pay for the cost to install any combination of:
  - rainwater tank facility (including the rainwater tank, water pump and wiring, foundation or tank stand, pipes connecting the roof to the tank);
  - solar power system (including the solar or PV panels, water tank, pump, electrical wiring, foundation or tank stand and pipes connecting the roof solar panels to the tank);
  - hot water exchange system (including the heat exchange system, electrical wiring, foundation or tank stand and water pipes); and
  - grey water recycling system (including the recycling system, distribution pipes and connectors and outlet housings).

The most We will pay under this additional cover is \$5,000 after deduction of any rebate that You are eligible for under any government or council rebate scheme.

### **Additional things We will pay for when You have insured Your Contents**

The following will be paid in addition to the sum insured. This will be paid only when they relate to a Claim for Malicious Damage or Vandalism. This does not include Deliberate or Intentional Damage.

- We will pay up to \$25,000 if a Tenant or their visitors, or the children of a Tenant or their visitors, or the pets of Tenants or their visitors damage Your Body Corporate Building and You are legally liable for the damage.

The following will be paid in addition to the sum insured. These will only be paid when they relate to damage or loss that is covered by Section 1 – 'Buildings and Contents' of this Policy.

- We will pay the reasonable costs of removing any Contents debris when damage or loss occurs. We will pay up to 15 per cent of Your Contents sum insured.
- If You have a loss, We will increase Your sum insured by the amount the Consumer Price Index (all groups) has increased since You took out Your policy or last renewed it. This increase does not apply to any special contents You have insured.
- You are fully insured again for Your Contents for the amount shown in Your Schedule following a Claim. This does not apply when Your Claim is for a total loss as Your cover for Contents will end then.
- If a key to an external door lock of Your Buildings, or a key to an external window lock of Your Buildings, is stolen as a result of burglary or housebreaking, We will pay the reasonable costs of replacing the external lock, key or cylinder with a similar item. We decide which one We will do. The most We will pay is \$1,000. The burglary or housebreaking must be reported to the Police.

### **Additional things We will pay for when You have insured Your Buildings and/or Contents**

We will pay for the fees that You must pay to an accountant when Your financial affairs in respect of the Situation shown on Your Schedule, are Audited by the Australian Taxation Office during the period of insurance. You must advise Us of any such Audit prior to the fees being incurred.

We will not pay Claims for:

- any Audit that relates to a criminal prosecution;
- fees where the final assessment of Your taxable income for the period being Audited is 20%, or more, higher than Your original declaration;
- fees for work performed outside the time limits allowed by the Australian Taxation Office; and
- any fines, penalties or adjustments of taxation.

The most We will pay under this additional cover is \$5,000 during any one (1) period of insurance.

### **Limit for the value of Contents**

The most We will pay for any one item, pair, set, collection or system is \$20,000. This does not apply to carpets, curtains and internal blinds. You can insure items that are worth more than \$20,000 each as a 'special contents' item. To do this You must advise Us and the items will be listed on Your Schedule.

## **Paying Claims**

### **Policy Excess**

For each Buildings or Contents Claim We will reduce the amount We pay You for Your Claim by the Excess.

If You select cover for Buildings and Contents, in the event of destruction, loss or damage to both Your insured Buildings and Contents for the same event, You will only be required to pay one Excess. If the nominated Excess for Buildings and Contents are different, the Excess payable will be the higher of these excesses.

Your Excesses will be shown on Your Schedule.

Your Excess will be increased by \$250 for any Claim for damage or loss arising from Earthquake or tsunami. Damage or loss from earthquake must occur within 72 hours of the earthquake.

Your Excess will be increased by \$400 for any Claim for damage or loss arising from accidental loss or damage, Malicious Damage or Vandalism, Deliberate or Intentional Damage, theft from any part of Your Buildings or Contents by Tenants, their visitors, or their visitors children. When loss or damage is discovered and a Claim is submitted for separate identifiable events, the maximum Excess that will apply is \$1,000 in total.

The additional \$400 Excess for Claims arising from accidental loss or damage by Tenants, their visitors, or their visitors children, does not apply to Claims arising from:

- Fire.
- Explosion.
- Liquid that escapes from:
  - a fixed pipe or something attaching to a pipe, fixed gutter, fixed tank or a drain
  - a bath, basin, shower, sink, toilet or tiled floor that has drainage holes
  - a washing machine or dishwasher
  - an aquarium
  - a waterbed.
- Impact by a vehicle.
- Accidental breakage of:
  - fixed glass in the Buildings
  - fixed shower bases, basins, sinks, baths or toilets.

### **The most We will pay for Your Buildings or Contents**

The most We will pay for any Claim for Buildings or Contents is the sum insured shown on Your Schedule, less any applicable Excess. This does not apply to amounts payable under 'Additional things We will pay for when You have insured Your Buildings' or 'Additional things We will pay for when You have insured Your Contents'.

When damage or loss occurs to Your Buildings We will pay the cost of rebuilding Your Buildings or repairing the damaged portions to the same condition as when they were new.

We will also pay any additional costs required for Your Buildings to comply with government or local authority bylaws. We will not pay these additional costs if You were required to comply with these bylaws, and had not done so, before the damage or loss occurred. Where the damage is less than 50% of the costs of rebuilding Your Buildings, We will only pay for the additional costs in the damaged portions.

Unless We otherwise agree in writing, rebuilding or repairing Your Buildings must commence within six months of the damage or loss occurring. If it does not commence within six months, We will do one of the following:

- reinstate or repair the Buildings to the condition they Were in just before the damage or loss occurred, or
- pay You the cost of reinstating or repairing the Buildings to the condition they Were in just before the damage or loss occurred, or
- pay You the value of the land and Buildings just before the damage or loss occurred. We will reduce this payment by the value of Your land and Buildings after the damage or loss occurred.

We decide which one We will do.

We will pay for the damaged portion of fixed coverings to walls, floors and ceilings only in the room, hall or passage where the damage occurred.

We will try to match any material used to repair the Buildings with the original materials. If We cannot, We will use the nearest equivalent available to the original materials. We will not pay any costs for replacing undamaged property, or fixing or finding leaks that have not caused loss or damage to Your Buildings or Contents.

If the damage or loss was caused to the Buildings by liquid escaping from a bath, basin, sauna, spa, shower base or shower wall, We will pay the costs to repair the Buildings and identify and locate where the liquid escaped from. We will not pay:

- The cost to repair or replace the bath, basin, sauna, spa, shower base or shower wall.
- Fixing or finding leaks that have not caused loss or damage to Your Buildings or Contents.

If the rebuilding or repair is limited by government or local authority bylaws that reduce the floor area of the Buildings We will:

- Pay the actual cost of rebuilding or repairing the reduced floor area of the Buildings, and
- Pay the difference between the actual costs of rebuilding or repairing the reduced floor area of the Buildings and the estimated costs of rebuilding or repairing had the limit not applied.

Provided Your sum insured is not totally used for a Claim We will also pay for any loss of land value following Your Claim. This loss must be as a result of government or local authority legislation that reduces the floor area of Your Buildings. Loss of land value is the difference between the value of the land just before the damage or loss occurred, and the value of the land just after the damage or loss occurred. We will reduce the amount We pay You for the loss of land value by any amount that You receive as compensation for this loss. The most We will pay is the unused portion of Your sum insured.

Where You are entitled to use Bond Money to pay for or reduce the costs of any loss or damage, You must do so and the amount of that entitlement will be deducted from Your Claim.

Where a Claim relates to the Contents cover provided under 'Additional things We will pay for when You have insured Your Buildings' it will be settled under the section 'How We pay a Claim for Your Contents'.

### **How We pay a Claim for Your Contents**

When damage or loss occurs to:

- any item that consists solely of fabric, or
- carpet which is 10 years old or more, or
- any other Contents item that is 15 years old or more, We will do one of the following:
  - replace the property with property of the same condition. The replacement property will be no better than the property replaced, or
  - repair the property to the same condition it was in before the damage or loss, or
  - We will pay You the cost of replacement or repair.

Our payment will be reduced to allow for wear, tear and depreciation. We decide which one We will do.

When damage or loss occurs to any other Contents item We will do one of the following:

- replace the property with the nearest equivalent new property, or
- repair the property to the condition it was in when new, or
- pay You the cost of replacement or repair. We decide which one We will do.

We will pay for carpets, wall, floor and ceiling coverings, internal blinds and curtains, only in the room, hall or passage where the damage or loss occurred.

When a damaged or lost item is part of a pair, set, system or collection, We will only pay for the value of the item



itself. The most We will pay is the value that the item has as a proportion of the combined pair, set, system or collection. We will only pay the cost of replacing the item even though the pair, set, system or collection to which it belongs is less valuable because it is incomplete.

Where You are entitled to use Bond Money to pay for or reduce the costs of any loss or damage, You must do so and the amount of that entitlement will be deducted from Your Claim.

### **Optional benefit - Loss of Rent**

This section of the policy only applies when Your Schedule shows that You have requested cover for Loss of Rent.

It applies when accidental damage or accidental loss occurs on the same basis as set out in Section 1 "Building and Contents". We will pay when the Building or sections of the Buildings and/or Contents are:

- unable to be lived in after the accidental damage or accidental loss has occurred, or
- unable to be leased or rented when the property is used for short term Rental after the accidental damage or accidental loss has occurred We will deduct an amount equal to five days Rent from Our payment to You.

Unable to be lived in means when Your Buildings are not:

- fit to live in due to the Buildings not being connected to:
  - electricity or gas, or
  - hot and cold running water, or
- safe to live in.

Unable to be leased or Rented means when You cannot lease or Rent the Buildings due to the condition of the Buildings after the accidental damage or accidental loss has occurred, but does not mean 'unable to be lived in'.

The cover also applies when accidental damage or accidental loss to other property located near the insured Buildings is damaged and access to the Buildings or Contents is prevented.

We will pay the amount that is equal to the Rent up to the period of time Your Buildings have been repaired or replaced. We will pay this for up to 24 months and the amount We pay will not be greater than double the amount of the sum insured shown on Your Schedule.

When accidental damage or accidental loss occurs to Buildings that are subject to Rent Pool arrangements We will only pay where other sections of the Buildings are not available for lease and a financial loss occurs.

Where the Buildings are not used for Short Term letting, We will extend cover for up to 2 Weeks after the Buildings have been repaired or replaced.

Where You are entitled to use Bond Money to pay for or reduce the costs of any loss or damage, You must do so and the amount of that entitlement will be deducted from Your Claim.

### **Optional benefit - Strata Title Mortgagee Protection**

This section of the policy only applies when Your Schedule shows that You have requested cover for Mortgagee Protection.

It applies when You own part of a Building that has been subdivided, usually into strata title units, and You have a mortgage on that part of the Building. We will cover the part of the Building that You own for any damage or loss covered by Section 1 – 'Buildings and Contents'.

We will pay up to the amount You owe on Your mortgage but no more than the sum insured shown on Your Schedule, less any applicable Excess. We will pay this to Your mortgagee when You are required to pay Your mortgage in full following a loss. We will only pay this when the body corporate has not insured the

Buildings, or it has not insured the Buildings for damage that You can Claim for under this policy.

### **Optional Benefit - Rent Default**

This section of the policy only applies when Your Schedule shows that You have requested cover for Rent Default.

#### **When We will pay for Rent Default**

We will pay if Your Tenant:

- leaves Your Buildings before the end of the tenancy period stated in the Rental Agreement and does not give You or Your agent notice, or
- stops paying Rent owed to You or Your agent, or
- is legally evicted from Your Buildings.

We will pay the Weekly amount Your Buildings are Rented for. The most We will pay is \$12,000. We will not pay You when Your Buildings are re-Tenanted.

We will also provide cover for up to six weeks Rent after:

- A death of a sole Tenant that occurs before the end of the tenancy period of Your Rental agreement or during a periodic tenancy agreement. Cover will start from the date of the death of the sole Tenant. We will not pay if the sole Tenant had given You or Your agent notice in accordance with the Rental agreement or periodic tenancy agreement prior to their death.
- Your Rental agreement or periodic tenancy agreement is legally terminated by a Residential Tenancies Tribunal or another relevant authority on the grounds of hardship on the part of the Tenant. Cover will start from when the termination order issued by the Residential Tenancies Tribunal or other relevant authority takes effect.

This cover will stop immediately if Your Rental property is re-Tenanted.

### **Paying Claims for Rent Default**

We will only pay a Rent Default Claim when You and Your Tenant have a Rental Agreement, and if the Tenant breaches the Rental Agreement.

The cover for Rent Default will not apply if the Rent is in arrears at the commencement date of this insurance.

The cover will not commence until the Rent arrears have been paid, and the Tenant has paid agreed Rent in accordance with the Rental Agreement for a period of not less than four consecutive Weeks.

When We pay a Claim for Rent and/or legal expenses, the Claim will be reduced by the balance, if any, of any Bond Money remaining after deduction of allowable reletting expenses and any other costs or expenses You are legally entitled to deduct from the Bond Money. If a tribunal orders the refund of the Bond Money to the Tenant, on the grounds of hardship, an Excess equal to four Weeks Rent will apply to Your Claim.

We will only pay a Claim when You have taken all reasonable steps legally available to You under the Residential Tenancies Act or other relevant legislation, to remedy non-payment and evict the Tenant. Your Claim for Rent Default ceases when the Rental Agreement could reasonably have been legally terminated by You.

When You or Your agent issues a Notice to Leave to the Tenant, the maximum Rent payable under this policy will be two Weeks from the date the Tenant vacates the Building.

We will not pay if Your Tenant leaves the Buildings with or without notice, and You have failed to rectify a Notice of Remedy breach issued by the Tenant to You.

### **Theft by a Tenant**

This section of the policy only applies when Your Schedule shows that You have requested cover for Theft by a Tenant.

### **When We will pay Theft by a Tenant**

We will pay if there is theft of any part of Your Buildings or Contents by Your Tenant or their visitors, or their visitors' children.

We will only pay for theft to:

- Your Buildings if You have insured Your Buildings under Section 1 of this policy.  
The most We will pay is the sum insured You have selected for Your Buildings, less any applicable Excess. This includes \$10,000 for Contents as set out under 'Additional things We will pay for under the Building'.
- Your Contents if You have insured Your Contents under Section 1 of this policy.  
The most We will pay is the sum insured You have selected for Your Contents, less any applicable Excess.

### **Rent Default and Theft by a Tenant Excess**

We will reduce the amount We pay You for Your Claim by the Excess that applies to Your Buildings and/or Contents. The amount of Your Excess is shown on Your Schedule.

Your Excess will be increased by \$400 for any Claim arising from the theft of any part of Your Buildings or Contents, Malicious Damage or Vandalism, Deliberate or Intentional Damage by Your Tenants or their visitors or the children of Your Tenants or their visitors. When loss or damage is discovered and a Claim is submitted for separate identifiable events, the maximum Excess that will apply is \$1,000 in total.

### **Additional things We will pay for when You make a Claim for Rent Default and Theft by a Tenant**

We will also pay legal costs You incur:

- to legally evict Tenants, or
- to recover amounts owed to You by Your Tenants, or
- to recover amounts for items stolen by Your Tenants or their visitors, or their visitors' children.

We will not pay legal costs to recover any amount owed to You solely for the payment of any Excess applicable to any Claim under this policy.

The most We will pay for Your legal costs is \$5,000. We will only pay Your legal costs when We agree to pay them before they are incurred.

## Section 2 - Liability

In this section there is an additional word that has a special meaning. This word is listed below. Whenever this word appears in this section it will be shown in bold print.

In this section occurrence means:

- a single incident that is not intended or expected; or
- a series of incidents or continuous or repeated exposure to substantially the same general conditions, which:
  - are not intended or expected; and
  - have the same cause; or
  - are attributable to the same source.

We will pay the amount You are liable to pay following an occurrence if Your liability arises from any of the circumstances shown below. The occurrence that results in a Claim must occur during the period of insurance.

We will also pay any legal costs You have to pay in relation to the occurrence. This includes costs awarded against You and costs You incur with Our prior consent. The most We will pay, including costs, for any occurrence is the amount shown in Your Schedule. Where the occurrence takes place over more than one period of insurance, We will only pay the amount shown in Your Schedule once in respect of each occurrence.

### Limit of Your Liability Cover

The most We will cover for any liability Claim is \$20,000,000 for any one (1) Occurrence.

### When We will pay

- If You have insured Your Buildings, We will pay the amount You have to pay as owner or occupier of Your Buildings.
- If You have insured Your Contents and You own part of a Building that has been subdivided, We will pay the amount You have to pay as owner of Your Contents or occupier of Your part of the Building.
- If You have insured Your Contents, We will pay the amount You have to pay for any occurrence that happens because of any defect in Your Contents.
- If You have a car park for Your Tenants or guests of Your Tenants, We will pay the amount You have to pay for damage to property while it is in the car park.

If Your Buildings are a total loss, We will continue liability cover for any amount You have to pay as owner or occupier of the Buildings for up to six months from the date Your Buildings Were destroyed.

This cover will stop immediately if:

- construction commences at the home, or
- You sell the land, or
- You take out a new Buildings insurance policy for the home.

### When We will not pay

We will not pay Claims arising from:

- Penalties, fines or awards of aggravated, exemplary or punitive damages made against You.
- Using a motor vehicles, motor-cycles, mini-bikes, aircraft or watercraft, other than ride-on mowers.
- Servicing, repairing or maintaining any vehicle.
- Personal injury to You, or any member of Your family who normally lives with You, or any other person who normally lives with You.
- Personal injury to any person You employ and that injury arises from their employment with You.
- Damage to or loss of property that belongs to You, or any member of Your family who normally lives with

You, or any other person who normally lives with You.

- Damage to or loss of property that belongs to any person You employ and that damage arises from their employment with You.
- Damage to or loss of property that is in Your control, or the control of any member of Your family who normally lives with You, or any other person who normally lives with You.
- Any alterations, servicing, repairing or any additions to lifts, escalators or hoists. This includes anything that is part of a lift, escalator or hoist.
- Vibration or interference with the support of land, Buildings or other property.
- Any disease that is transmitted by You, or any member of Your family who normally lives with You.
- Any business, profession, trade or occupation carried on by You other than managing the Buildings and their surrounds.
- Any alterations, repairs, renovations or additions to Your Buildings that cost more than \$100,000.
- The erection or demolition of Buildings.
- Any agreement or contract You enter into other than where You would have been liable without the agreement or contract.
- The use, removal of or exposure to any asbestos product or products containing asbestos.
- The discharge, release or escape of any pollutants.
- The removal, neutralising or cleaning up of pollutants.
- Any act of libel or slander.

### **What Section 1 and Section 2 of the Policy Do Not Cover**

We will not pay Claims arising from:

- War or warlike activity. War does not have to be declared. We also do not provide cover for theft following this.
- Hostilities, rebellion, insurrection or revolution. We also do not provide cover for theft following these events.
- Contamination by chemical and/or biological agents, which results from an act of terrorism. Terrorism is any act which may, or may not, involve the use of, or threat of, force or violence where the purpose of the act is to further a political, religious, ideological aim or to intimidate or influence a government (whether lawfully constituted or not) or any section of the public.
- Lawful destruction or confiscation of Your property.
- Anything nuclear or radioactive.
- Damage to a heating element. We will pay for any resultant damage following damage to a heating element.
- Mildew, atmospheric or climatic conditions.
- Anything that You or anyone acting for You deliberately caused.
- Action of the sea, tidal wave, high water.
- Landslide, subsidence, settling, shrinkage or any movement of earth or erosion except as detailed in the policy wording under 'what is insured'.
- Any event that does not occur within the period of insurance.
- Failure or inability of any item, equipment or computer software to recognise correctly, to interpret correctly or to process correctly any date, or to function correctly beyond any time when that item, equipment or computer software has not recognised, interpreted or processed correctly any date. We will pay for any resultant loss or damage that is covered by this policy, other than loss or damage to any frozen food, or loss or damage to any computer equipment or computer software.

## **Policy Information – General Terms and Conditions**

This applies to Section 1 and Section 2 of the policy.

### **When Your insurance cover does not apply**

Cover for Your Buildings and Contents will not apply if, for a continuous period of ninety (90) days or more, no one has Occupied Your Buildings. This does not apply to holiday lettings or if the destruction, loss or damage results from lightning, thunderbolt, riot and civil commotion, damage directly caused by impact by a vehicle, aircraft, waterborne craft, space debris, rocket, satellite, or a branch, tsunami or earthquake. However, We do not insure You against any subsequent resultant damage such as rainwater entering any opening made by impact or looting subsequent to a riot. This does not apply to holiday lettings.

You can ask Us to provide cover if Your Buildings are not going to be occupied for more than ninety (90) days. If We agree to provide cover, We will advise You in writing.

### **Sanction limitation and exclusion clause**

You are not insured under any section of this Policy where a Claim payment breaches any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America.

### **Other interests**

You must not transfer any interests in this Policy without Our written consent.

Any person whose interests You have told Us about and We have noted on Your Policy Schedule is bound by the terms of this Policy.

### **What You are required to do for Us**

- You must pay Us the premium for this Policy.
- You must tell Us as soon as possible of anything that changes the facts or circumstances relating to Your insurance.
- You must take reasonable precautions to prevent anything which could result in a Claim under this Policy.
- You must make sure that anyone doing anything on Your behalf obeys all laws.
- You must comply with the terms and conditions of this Policy.

### **Goods and Services Tax (GST)**

Unless expressly stated otherwise, all dollar amounts described in this policy are exclusive of GST.

If You are (or required to be) registered for GST You must tell Us Your Australian Business Number and entitlement to an input tax credit which We will deduct from any claim payment We make to You.

### **The law that applies to this Policy**

Any disputes arising from this Policy will be determined by the courts, and in accordance with the laws, of the state or territory of Australia where this Policy is issued.

### **How to make a Claim**

Please contact Your Steadfast Broker to assist You in making a Claim.

In an emergency outside normal business hours You may ring Our emergency service on 1300 559 019 for assistance.

## What You must do when You make a Claim

You must make Your Claim as soon as possible after You suffer a loss. If You do not make Your Claim within thirty (30) days, We may reduce what We pay You by an amount to take account of any disadvantage We suffer by the delay.

You must also:

- Take all reasonable steps to stop any further loss from occurring.
- Advise the nearest Police station if Your property is lost or stolen, vandalised or Maliciously Damaged. We may ask You to give Us a written report from the Police.
- Keep the property that has been damaged so We can inspect it.
- Tell Us about any prosecution or inquest that may be held.
- Send Us any document relating to Your Claim within seventy two (72) hours of You receiving the document.

## What You must not do when You make a Claim

You must not do any of the following:

- Repair or replace any damaged property without Our consent.
- Pay, promise to pay, or offer payment, or admit responsibility for a Claim.

## You give Us Your rights to Claim from anyone else

If You have a right to Claim against someone else for a Claim that You have made and We have paid under this Policy, You give Us Your rights to make that Claim. You also give Us Your rights to conduct, defend or settle any legal action and to act in Your name.

You must not do anything which prevents Us from doing this and You must give Us all the information and cooperation that We require.

## Claims Payment Examples

The following claims payment examples are designed to illustrate how a Claim payment might typically be calculated. These examples do not cover all scenarios or all benefits and do not form part of the Policy terms and conditions. They are a guide only. The amount payable under the Policy will depend on the facts applicable to the Claim as well as the coverage, exclusions and excesses set out in the Policy and the Policy Schedule.

### Section 1 Example 1: Buildings & Contents

The sum insured on Your Buildings is \$500,000. There is an Excess of \$500 applicable to any Claim. Your Building's roof is damaged during a storm, resulting in a Building repair cost of \$5,500.

How much We will pay	Explanation
\$5,000	<p>We will pay \$5,500 being the cost to repair the roof inclusive of GST less the policy Excess of \$500.</p> <p>We would pay the builder \$5,000 and ask You to pay the Excess of \$500 to the builder.</p>

### Section 1 Example 2: Buildings and Contents Insurance and Loss of Rent

You have insured Your Building and Contents under this Policy and You have selected the additional cover for Loss of Rent. The Building and Contents are partially damaged by a fire. As a result of the fire We agree that Your Tenants are unable to live in Your Buildings and You suffer a loss of Rent. The cost to repair the Building is \$14,250 and to replace the Contents is \$5,500. You receive \$525 per week as Rent from Your Tenants. The Building repairs take eight weeks to complete. There is an Excess of \$750 applicable to any Claim.

<b>How much We will pay</b>	<b>Explanation</b>
\$14,250	We will pay \$14,250 being the cost to repair the Building inclusive of GST.
\$5,500	We will pay \$5,500 comprising the replacement cost of Your Contents.
\$3,825	<p>We will pay eight (8) weeks Rent for the period of time taken to repair the Building-</p> <p>(8 weeks x \$525 = \$4,200)</p> <p>less an amount equal to five (5) days Rent-</p> <p>(1/7 of \$525 = \$75, 5 days x \$75 = \$375). \$4,200 - \$375 = \$3,825.</p> <p>We will pay \$3,825.00 for the amount of Rent You have lost.</p>
<b>Total Claim payment \$22,825</b>	We will pay the total amount of \$23,575 less the policy Excess of \$750.



### Section 1 Example 3: Rent Default and Theft by Tennant

You have insured Your Building and Contents under this policy and You have selected the additional cover for Rent Default and Theft by a Tenant. Your Tenant has left the property during the fixed term Rental Agreement without giving You notice and has stolen a number of items (valued at \$3,350) from the property. You received \$900 per week as Rent from Your Tenant. You retain \$900 as Bond Money and Your Rental Agreement provides for Allowable Re-letting Expenses of \$200. You find another Tenant for the property after 10 weeks. There is a standard Excess of \$350 plus an additional Excess of \$400.

<b>How much We will pay</b>	<b>Explanation</b>
\$8,300	We will pay ten (10) weeks Rent for the time it takes to find another tenant.-  (10 weeks x \$900 = \$9,000)  less the Bond Money after deducting Allowance Re-letting Expenses-  (\$900 - \$200 = \$700)  Totaling \$8,300.
\$3,350	The value of the items stolen are assessed at \$3,350.
<b>Total Claim Payment \$10,900</b>	We will pay the amount of the Rent Default plus the value of the stolen items (\$11,650) less the Excess of \$750.

### Section 2 Liability

You have insured Your Building and Contents under this policy and an injury has occurred to a third party on Your property for which We agree You are liable. The third party claims \$18,000 as medical expenses from You together with \$7,000 in legal expenses which We agree to pay.

<b>How much We will pay</b>	<b>Explanation</b>
\$7,000	We pay the legal costs incurred.
\$18,000	We will pay the value of the medical expenses incurred by the third party as a result of the injury as the amount You are legally liable to pay the third party.
<b>Total Claim Payment \$25,000</b>	We will pay the total amount of the legal and medical expenses (\$7,000 plus \$18,000) to the third party.

# LANDLORDS RESIDENTIAL PROPERTY

## INSURANCE PRODUCT DISCLOSURE STATEMENT AND POLICY – ACCIDENTAL DAMAGE COVER

with Flood Cover





# Contents

<b>Welcome To The Steadfast Landlords Residential Property Insurance Policy</b>	<b>1</b>
About Steadfast	1
Important information about Steadfast's advice	1
Updating product disclosure statement	1
Steadfast Landlords Residential Property Insurance Product Disclosure Statement	2
<b>Important Information</b>	<b>3</b>
The purpose of this PDS	3
Who is the insurer	3
How to contact us	3
Your cooling-off period	4
How to apply for insurance	4
How to make a claim	4
Calculating your premium	4
How CGU protects your privacy	5
CGU Insurance triple guarantee	6
General Insurance Code of Practice	6
Your duty of disclosure	8
Intermediary remuneration	9
Financial claims scheme	9
<b>The Steadfast Landlords Residential Property Insurance Policy</b>	<b>10</b>
Your Policy	10
When you are covered	10
Who is covered under this policy	11
Optional cover you can select	12
Excess that may apply	12
Words that have a special meaning	13

<b>Section 1 Buildings And Contents</b>	17
Accidental damage cover	17
Paying claims	23
How we pay a claim for your buildings when your schedule does not show “including replacement benefit”	27
<b>Loss Of Rent</b>	28
<b>Strata Title Mortgagee Protection</b>	29
<b>Rent Default And Theft By A Tenant</b>	30
<b>Section 2 Liability</b>	33
What Section 1 And Section 2 Of The Policy Do Not Cover	36
Policy Information That Applies To Section 1 And Section 2 Of The Policy	37
When your insurance cover does not apply	37
<b>Section 3 Workers’ Compensation</b>	38
Policy Information That Applies To All Sections Of The Policy	39
<b>How To Make A Claim</b>	41
Claim payment examples	42
<b>Index</b>	44

# Welcome To The Steadfast Landlords Residential Property Insurance Policy

## About Steadfast

Steadfast Group Limited (**Steadfast**) is a public company. It includes a large network of insurance brokerages who operate in Australia as **Steadfast** brokers. This policy is available exclusively to you through a Steadfast broker. Steadfast does not issue, guarantee or underwrite this policy.

## Important information about Steadfast's advice

Any advice Steadfast gives about this policy does not take into account any of your particular objectives, financial situation or needs. For this reason, before you act on Steadfast's advice, you should consider the appropriateness of the advice taking into account your own objectives, financial situation and needs. Before you make any decisions about whether to acquire this policy, we recommend you read this PDS.

## Updating product disclosure statement

Information in this PDS may need to be updated from time to time where required and permitted by law. You can obtain a paper copy of any updated information without charge by calling us on the contact details provided in this document. If the update is to correct a misleading or deceptive statement or an omission that is materially adverse from the point of view of a reasonable person deciding whether to acquire the Policy, we will provide you with a new PDS or a Supplementary PDS.

# Steadfast Landlords Residential Property Insurance Product Disclosure Statement

This Product Disclosure Statement (PDS) contains two sections:

- **Important information** – contains general information about your Landlords Residential Property Insurance policy, **and**
- **The Steadfast Landlords Residential Property Insurance Policy** – contains the terms and conditions of your Landlords Residential Property Insurance policy.

To assist you to locate specific items in this PDS, a table of contents is provided at the front of the booklet and an index is provided at the back of this booklet.

Please read this PDS before you apply for insurance.

If we accept your application for insurance, you will receive a schedule that sets out details of the insurance you have taken out.

If you need more information about this PDS or your policy, please contact your insurance intermediary.

# Important Information

## The purpose of this PDS

The PDS has been prepared to assist you in understanding your Landlords Residential Property insurance policy and making an informed choice about your insurance needs.

This PDS sets out important information about the insurance and the terms and conditions and limitations of the policy. The policy terms and conditions are set out in this PDS under the heading 'The Steadfast Landlords Residential Property Insurance Policy' commencing on page 10

## Who is the insurer

CGU Insurance Limited is the insurer under Section 1 Buildings and Contents and Section 2 Liability. Our Australian Business Number is 27 004 478 371. Our Australian Financial Services Licence Number is 238291.

Insurance Australia Limited trading as CGU Workers' Compensation is the insurer under Section 3 Workers' Compensation if your situation is in Western Australia, Tasmania or Northern Territory. Our Australian Business Number is 11 000 016 722. In this policy the insurer is called 'we', 'us' or 'our'.

## How to contact us

You may contact us by any of the following ways:

- in person at any CGU Insurance office
- by telephone on 13 24 81 (13 CGU1)
- by writing to us at CGU Insurance, GPO Box 9902 in your capital city
- by email on our website [www.cgu.com.au](http://www.cgu.com.au)



## Your cooling-off period

We will refund all premium paid for cover under your policy if you request cancellation within 30 days of its commencement.

To do this, you must advise us in writing and return the schedule to your nearest CGU Insurance office. You will not receive a refund if you have made a claim under your policy.

## How to apply for insurance

Complete our application form. If we accept your application for insurance, you will receive a schedule that sets out details of the insurance you have taken out.

## How to make a claim

When something happens that you believe you can claim for, please contact your nearest CGU Insurance office, or call 13 24 80 (13 CGU0). Details about making a claim are shown in the insurance policy terms and conditions under 'How to make a claim'.

## Calculating your premium

The premium payable by you for this insurance will be shown on your schedule. The key factors that influence the premium calculation are reflected in the questions asked, and information sought, at the time of your enquiry or application for home insurance. These include factors relating to the type of property being insured, where the property is located, the type of construction of the property and your previous insurance and claims history.

Premiums are subject to Commonwealth and state taxes and/or charges. These include the Goods and Services Tax and stamp duty. The amount of these taxes and/or charges will be shown on your schedule.

If we are unable to issue your insurance when we receive your application, we are required to hold your Premium in a trust account on your behalf until your insurance can be issued. We will retain any interest payable by our bank to meet, among other things, bank fees and other bank costs we incur in operating the account.

## How CGU protects your privacy

We use information provided by our customers to allow us to offer our products and services. This means we may need to collect your personal information, and sometimes sensitive information about you as well (for example, health information for travel insurance). We will collect this information directly from you where possible, but there may be occasions when we collect this information from someone else.

CGU will only use your information for the purposes for which it was collected, other related purposes and as permitted or required by law. You may choose not to give us your information, but this may affect our ability to provide you with insurance cover.

We may share this information with companies within our group, government and law enforcement bodies if required by law and others who provide services to us or on our behalf, some of which may be located outside of Australia.

For more details on how we collect, store, use and disclose your information, please read our Privacy Policy located at [www.cgu.com.au/privacy](http://www.cgu.com.au/privacy). Alternatively, contact us at [privacy@cgu.com.au](mailto:privacy@cgu.com.au) or 13 15 32 and we will send you a copy. We recommend that you obtain a copy of this policy and read it carefully.

By applying for, using or renewing any of our products or services, or providing us with your information, you agree to this information being collected, held, used and disclosed as set out in this policy.

Our Privacy Policy also contains information about how you can access and seek correction of your information, complain about a breach of the privacy law, and how we will deal with your complaint.

## CGU Insurance triple guarantee

Our guarantee assures you of quality insurance and service at all times.

### Fair dealing guarantee

We will meet any claims covered by your policy fairly and promptly.

### Money back guarantee

If you change your mind, we provide a cooling-off period which lets you cancel your policy within 30 days with a full refund of your premium. However, your cooling-off period no longer applies if you make a claim within this time.

### Service guarantee

We will provide you with the highest standards of service.

## General Insurance Code of Practice

The purpose of the Code is to raise standards of practice and service in the general insurance industry.

The objectives of the Code are:

- to promote better, more informed relations between insurers and their customers
- to improve consumer confidence in the general insurance industry
- to provide better mechanisms for the resolution of complaints and disputes between insurers and their customers, **and**
- to commit insurers and the professionals they rely upon to higher standards of customer service.

### Our commitment to you

We have adopted and support the Code and are committed to complying with it.

Please contact us if you would like more information about the Code.

## How to resolve a complaint or dispute

### 1. Talk to us first

If you have a complaint, the first thing you or your insurance adviser should do is speak to one of our staff. If your complaint relates specifically to a claim, speak with the claims officer managing your claim.

If the staff member or claims officer are unable to resolve the matter for you, you or your insurance adviser may speak to a manager. The manager will usually provide you with a response to your complaint within 15 days. If the timeframe is impractical for any reason such as the need for more information or further investigation, they will discuss with you alternative timeframes. If you are not satisfied with our response or we cannot agree with you on alternative timeframes, you can go to step 2.

### 2. Seek a review

If the matter is still not resolved the manager will refer you or your insurance adviser to the relevant dispute handling department or area who will conduct a review of your dispute and will usually provide you with a response to your dispute within 15 business days. If the timeframe is impractical, we will discuss with you alternative timeframes.

If you are still not satisfied with our response to your dispute or we cannot agree on alternative timeframes, you can go to step 3.

### 3. Seek an external review

You are entitled to seek an external review of our decision. We will provide you with information about options available to you, including, if appropriate, referring you to the external dispute resolution scheme administered by the Financial Ombudsman Service Limited (FOS).

You will not be able to have your dispute resolved by the FOS if you are not eligible under the FOS's Terms of Reference.

Further information about our complaint and dispute resolution procedures is available by contacting us.

## Your duty of disclosure

When you take out, renew, or change or vary a policy, or when you make a claim, you have a duty to answer our questions truthfully and provide us with any information that could affect our decision to insure you, or the terms of your policy. This is called your 'duty of disclosure'.

### What you must do when you apply to take out this policy

When applying to take out insurance we will ask you certain questions. When answering these questions, you must be honest, and you have a duty under the Insurance Contracts Act 1984 to tell us anything:

- known to you, **and**
- which a reasonable person in the circumstances, would include in answer to any question.

We will use your answers to help us decide whether to insure you and anyone else under this policy, and on what terms.

### Who you are answering the questions for

It is important that you understand you are answering the questions in this way on behalf of yourself and anyone else that you want to be covered by the policy.

### If you do not answer our questions in this way

If you do not answer our questions in the way, we may reduce or refuse to pay a claim, or cancel the policy. If you answer our questions fraudulently, we may refuse to pay a claim and treat the policy as never being in place.

### Renewal, variation, reinstatement or extension of your policy

When your policy is renewed, varied, reinstated or extended you have a duty, under the Insurance Contracts Act 1984, to tell us anything that you:

- know, **or**
- could reasonably be expected to know is relevant to our decision whether to accept the risk of insurance and on what terms.

Your duty does not require the disclosure of anything that:

- diminishes the risk to be undertaken by us
- is of common knowledge
- we know, or in the ordinary course of business, ought to know, **or**
- is a matter that we indicate your duty has been waived by us.

### **If you do not comply with your duty of disclosure**

If you fail to comply with your duty of disclosure, we may be entitled to reduce our liability under the policy in respect of a claim, or we may cancel the policy.

If your non-disclosure is fraudulent, we may also have the option of avoiding the contract from its beginning.

## **Intermediary remuneration**

CGU Insurance Limited pays remuneration to insurance intermediaries when we issue, renew or vary a policy the intermediary has arranged or referred to us. The type and amount of remuneration varies and may include commission and other payments. If you require more information about remuneration we may pay your intermediary you should ask your intermediary.

## **Financial claims scheme**

You may be entitled to payment under the financial claims scheme in the event that CGU Insurance Limited becomes insolvent. Access to the scheme is subject to eligibility criteria. Information about the scheme can be obtained from the Australian Prudential Regulation Authority (APRA) website at [www.apra.gov.au](http://www.apra.gov.au) and the APRA hotline on 1300 55 88 49.

# The Steadfast Landlords Residential Property Insurance Policy

## Your Policy

Your policy is a contract of insurance between you and us.

Your policy includes information on the following:

- when you are covered
- who is covered under your policy
- what is insured
- what your policy does not cover
- excesses that may apply
- how we pay claims.

If we accept your application for insurance, you will receive a schedule that sets out details of the insurance you have taken out as described in this policy.

Our agreement with you is made up of your application, your current schedule and this policy, as well as any endorsements we send to you.

Together, they make up your insurance contract with us.

Read them carefully and store them together in a safe place.

We recommend that you keep receipts for major items you purchase.

## When you are covered

Your insurance begins when we accept your application. The commencement date of your insurance will be shown on the schedule we will send you.

We will not cover loss or damage as a result of flood within 14 days (336 hours) of the start date of this policy, **unless:**

- you took out your insurance with us immediately after another insurance policy covering flood and insuring the same building or contents expired, without a break in cover.

We will not cover your buildings and your contents for a period of 48 hours from the time of the commencement of your insurance for loss or damage caused by:

- bushfire or grassfire, **or**
- a named cyclone.

We will provide cover however if:

- this insurance commences directly after another insurance policy covering the same property expired without a break in cover
- you have entered into a contract of sale to purchase the property
- you have entered into a contract to lease the property.

The insurance applies for the period for which you have paid us (or agreed to pay us) the premium.

You may pay your premium by cash, cheque or credit card. If your cheque or credit card is dishonoured by your financial institution, you are not insured.

You can also pay your premium by instalments direct from a financial institution account or from your credit card. You cannot make a claim under this policy if you owed us more than one month's premium when the event you want to claim for happened.

If you pay your premium by instalments and you are more than one month behind, we can cancel your policy without notice.

If you have a total loss, we shall deduct the instalments for the remaining period of insurance from the amount we pay you.

## Who is covered under this policy

The person whose name is set out in the schedule is insured. In this policy that person is called 'you' or 'your'.



## Optional cover you can select

You can choose cover for:

- buildings
- contents
- loss of rent
- strata Title Mortgagee Protection
- rent default and theft by a tenant
- liability
- Workers' Compensation in WA, Tasmania and NT.

## Excess that may apply

If you make a claim under the policy, you may be required to pay one or more excesses. The descriptions of these excesses and the circumstances in which they are applied are shown in the policy wording under 'Policy excess' on page 23 and 'Excess' on page 32. The amount of each excess will be shown on your schedule other than the earthquake or tsunami excess which is shown on page 23 of the policy wording.

In most instances, you can select at the time of your enquiry or application for insurance the amount of policy excess you wish to pay should you have a claim. When you select a higher policy excess amount, we will normally reduce the amount of premium we charge you.

In some instances, we will impose the amount of policy excess you will need to pay should you have a claim. In deciding to impose a policy excess, we take into consideration a number of factors in setting the amount of the policy excess. These include factors relating to the type of property being insured, where the property is located, the type of construction of the property and your previous insurance and claims history. At the time of your enquiry or application for insurance, the amount of policy excess will be advised to you.

## Words that have a special meaning

In this policy there are words that have a special meaning. These words are listed below. If the meaning of a word is not shown below, we tell you on what page the meaning is printed. Wherever a word with a special meaning is printed in this policy, it will be shown in **bold** print.

### **Allowable Reletting Expenses**

Reletting expenses as specified in the current rental agreement for your property.

### **Bond Money**

Money paid by the tenant and held as security against damage to the property or outstanding rent or other costs. Your policy will operate on the basis that bond money equal to at least four weeks rent has been paid.

### **Buildings**

Buildings are:

- residential buildings including any professional offices or surgeries in those buildings
- domestic out-buildings
- fixed coverings to walls, floors and ceilings. This does not include fixed carpet, curtains or internal blinds
- services, which include the supply of electricity, water, etc.
- items built in or fixed to or on the buildings.
- jetties, wharfs, pontoons and moorings used for domestic purposes
- blinds or awnings on the outside of the buildings
- anything permanently built, permanently constructed or installed permanently on your property for domestic purposes
- building materials. We will pay up to \$5000 in total for these items.

Buildings are not:

- property that a tenant is liable for under the terms of a rental agreement. This does not

apply to items listed under "What are buildings"

- plants, shrubs, trees or grass
- lawns
- loose or compacted soil, gravel, pebbles, rocks or sand (e.g. a gravel driveway or sand in a sand pit)
- dams.

### **Claim**

A separate identifiable event for which the policy provides cover. Where multiple events are submitted at the same time or on the same claim form, they will be treated as separate claims for the application of any policy excess or limitation.

### **Contents**

Contents are household goods you own or are legally responsible for that are not fixed or fitted to your building at your rental property and which are for the use of the tenant.

Your contents Include:

- carpets, curtains and internal blinds
- furniture and furnishings that are not built in
- portable domestic appliances that are not built in
- swimming pools, saunas and spas that are not built in, and accessories for any swimming pools, saunas or spas
- items thinly covered with gold or silver that are not jewellery or watches
- fixtures and fittings that have been installed if you are the owner of a strata title unit. We will not cover any fixtures and fittings if the Body Corporate has them insured

- clothing, pedal cycles, surfboards and surfskis. We will pay up to \$2,000 in total for these items.
- special contents which are listed on your schedule.

Contents are not:

- jewellery and watches
- items that contain gold or silver. This does not include items thinly covered with gold or silver
- unset precious and semi-precious stones
- furs
- personal effects
- money
- negotiable documents
- items able to be powered by battery as listed:
  - cassette players
  - compact disc players
  - electronic diaries
  - mobile or portable phones
  - portable computers
  - radios
  - record players
  - tape recorders
  - televisions
  - video recorders or cameras.
- sporting equipment
- photographic equipment
- collections of stamps, medals or coins
- plants and trees growing outdoors. This does not include plants and trees growing in pots or tubs
- animals, including birds and fish
- motorcycles, mini-bikes, caravans, trailers, aircraft, watercraft or motor vehicles other than ride-on mowers
- building materials.

### **Deliberate or Intentional Damage**

An act done without the owner's permission and with the full knowledge that the action will alter the current state of the property, and without any malice, vindictiveness or spite.

This does not include:

- tenant neglect, carelessness, poor housekeeping, or unhygienic living habits
- damage occurring during maintenance operations carried out by the tenants or anyone acting on their behalf
- damage as a result of repairs, or attempted repairs, carried out by the tenants or anyone acting on their behalf
- damage caused by failure of tenants or their visitors to control their children
- damage caused by pets belonging to tenants, their visitors or children of the tenants or their visitors
- theft, or damage caused by theft
- accidental damage or accidental loss
- malicious damage or vandalism
- scratching, dinting, chipping, rubbing or chafing.

### **Excess**

This is the amount of money you will pay if you have a claim. We will reduce the amount we pay you for your claim by the excess. Your excess will apply for each separate identifiable event. The amount of your excess is shown on your schedule. Your Excess will be increased for claims for:

- an earthquake or tsunami as shown on page 23
- accidental loss or damage as shown in page 23
- malicious damage or vandalism, deliberate or intentional damage as shown on page 23
- rent default and theft by a tenant as shown on page 32.

### **Flood**

Flood means the covering of normally dry land by water that has escaped or been released from the normal confines of:

(a) any lake, or any river, creek or other natural watercourse,

whether or not altered or modified; or (b) any reservoir, canal or dam.

### **Malicious Damage or Vandalism**

A wrongful act motivated by malice, vindictiveness or spite with the intention of damaging the property. This does not include:

- tenant neglect, carelessness, poor housekeeping or unhygienic living habits
- damage occurring during maintenance operations carried out by the tenants or anyone acting on their behalf
- damage as a result of repairs, or attempted repairs, carried out by the tenants or anyone acting on their behalf
- damage caused by failure of tenants or their visitors to control their children
- damage caused by pets belonging to tenants, their visitors or children of the tenants or their visitors
- theft, or damage caused by theft
- deliberate or intentional damage
- accidental damage or accidental loss
- scratching, dinting, chipping, rubbing or chafing.

### **Periodic Tenancy Agreement**

This applies when a tenant continues to occupy the situation, after a fixed term rental agreement has expired, and the rental agreement does not provide for its continuation, and a:

- notice to leave, **or**
- notice of intention to leave, **or**
- abandonment termination notice

has not been given by the tenant to you or your agent, or by you or your agent to the tenant. The tenant is then deemed to be under a periodic tenancy agreement on the same terms which applied immediately before the rental

agreement ended. This does not include any term about the agreement's term.

### **Rent**

The amount of money paid, or payable, by the tenant to rent your property.

### **Rent Default**

This is where the tenant fails to pay rent in accordance with a rental agreement and/or periodic tenancy agreement.

### **Rental Agreement**

The agreement between you or your agent and the tenant. This agreement must be in writing and state:

- the term of the rental period, **and**
- the amount of rent payable to you, **and**
- the amount of the bond money that the tenant is required to pay.

### **Schedule**

This is the document we give you which sets out the details of your insurance cover. You receive a schedule when you first take out your insurance and again when the policy is renewed or changed.

### **Short Term Rental**

Refers to rental agreements less than three months in length.

### **Situation**

This is the place where the building and/or contents are located. We will show this place on all schedules we give you.

### **Tenant**

The person(s) named in the rental agreement or periodic tenancy agreement and including that person's partner, children, pets, and any other person(s) permanently living at the situation. Any person(s) including that person's partner, children, pets and any other person(s) living at your situation under any other rental

arrangement that is not a rental agreement or periodic tenancy agreement.

**Unable to be leased or rented**

Means when you cannot lease or rent the buildings due to the condition of the buildings after the accidental damage or accidental loss has occurred, but does not mean 'unable to be lived in'.

**Unable to be lived in**

Means when your buildings are not:

- fit to live in due to the buildings not being connected to:
  - electricity or gas, **or**
  - hot and cold running water, **or** safe to live in.

# Section 1

## Buildings And Contents

### Accidental damage cover

#### What is insured

Your **buildings** and/or **contents** as set out in your **schedule** are insured if they are destroyed, lost or damaged. They are insured only if you own them, or are liable for them.

If you only insure **buildings**, the cover provided for destruction, loss or damage does not apply to **contents**. This does not include the **contents** cover we provide shown on page 19 under “Additional things we will pay for when you have insured your buildings”. If you only insure contents, the cover provided for destruction, loss or damage does not apply to buildings.

Your **buildings** and **contents** are only insured while at your **situation**.

We will cover your **buildings** and **contents** for any accidental damage or accidental loss including that caused by:

- landslide or subsidence but only if it occurs within 72 hours after one of the following:
  - storm, flood, rainwater or wind
  - earthquake
  - explosion
  - liquid that escapes from a fixed pipe or something attached to a pipe, fixed gutter, fixed tank or a drain.

This cover also applies to gates, fences or retaining walls that are attached to, and are part of, the structure of the **buildings**.

- storm, flood, rainwater or wind. This includes storm, rainwater or wind damage to:
  - gates, fences or walls that are attached to, and are part of, the structure of the **buildings**
  - gates, fences or walls that are not attached to, and are not part of, the structure of the **buildings** but only for any section of a gate, fence or wall made

of brick, stone, metal or frame-supported corrugated fibrous material.

The frame supporting the corrugated fibrous material must be made of brick, stone or metal

- gates, fences or walls made of timber and that are not attached to, and are not part of, the structure of the **buildings**. We will only pay for gates, fences or walls which are 15 years old or less
- free-standing fences that do not have a supporting frame but only if these fences are made from corrugated fibrous material. These fences must have been installed and constructed according to the manufacturer's specifications.

We will not pay for storm, flood, rainwater or wind damage to swimming pool covers including solar covers and plastic liners for swimming pools or to jetties, wharves, bridges or pontoons for damage by flood.

- an electric motor burning out. If an electric motor burns out, we will repair, reinstate or replace it. We decide which one we will do. We will only do this if the electric motor is 15 years old or less.
- chemical contamination. If you have insured your buildings or contents and they suffer chemical contamination as a result of the manufacturing, storage or distribution at the property, of any controlled drug. We will pay up to \$10,000 during your period of insurance for clean up costs to remove or mitigate the contamination or pollution.

We will only pay this when:

- The manufacturing, storage, or distribution of any controlled drug is discovered by, or referred to the police for investigation and proper assessment confirms contamination **and**
- The property is rented to a tenant and a valid tenancy agreement is in place **and**
- You, or the person managing your property has conducted regular inspections at the property in line with the rental agreement terms and conditions.

We will not pay if:

- There is not a valid rental agreement in place **or**
- The manufacturing, storage or distribution of any controlled drug has not been reported to the police or relevant authority **or**

- You, or the person managing your property become aware of the situation and failed to act immediately.

## What is not insured

We will not cover your **buildings** and **contents** for any accidental damage or accidental loss caused by:

- landslide or subsidence except as described on page 17
- settling, shrinkage or any movement of earth
- erosion
- water entering the **buildings** through an opening made for any building, renovation or repair work
- water entering the **buildings** because of a structural defect, faulty design or faulty workmanship when the **buildings** were constructed
- rust, corrosion, gradual deterioration, depreciation, wear or tear
- rats, mice or insects
- roots from trees, plants, shrubs or grass
- any process of cleaning involving the use of chemicals other than domestic household chemicals
- a defect in an item, faulty workmanship, structural defects or faulty design
- breakage of mirrors, glassware, crystal, crockery or china while they are being used, cleaned or carried by hand
- **tenants**, their visitors or their visitors' children, scratching, denting, chipping, rubbing, or scuffing, any surface
- any animals belonging to the **tenants** visitors
- mechanical or electrical breakdown other than an electric motor burning out. We will for any resultant damage following mechanical or electrical breakdown.
- **tenant** neglect, carelessness, poor housekeeping or unhygienic living habits
- theft by **tenants** or their visitors.

## Additional things we will pay for when you have insured your buildings

The following will be paid in addition to the sum insured. These will only be paid when they relate to damage or loss that is covered by Section 1 "Buildings and Contents" of this policy.



- We will pay your legal costs to discharge your mortgage if your **claim** is for a total loss.
- We will pay the reasonable costs of demolishing and removing any building debris when damage or loss occurs. We will pay up to 15 per cent of your **buildings** sum insured.
- We will pay the reasonable costs of architects, surveyors and legal fees when damage or loss occurs. We will pay up to 15 per cent of your **buildings** sum insured.
- We will pay up to \$10,000 for **contents**. This will be paid in addition to any value of **contents** shown on your schedule.
- If you have a loss, we will increase your sum insured by the amount the Consumer Price Index (all groups) has increased since you took out your policy or last renewed it.
- You are fully insured again for your **buildings** for the amount shown in your schedule following a claim. This does not apply when your claim is for a total loss as your cover for **buildings**, including **contents** cover we provide shown on page 19 under “Additional things we will pay for when you have insured your buildings” will end then.
- We will pay up to an additional 15 per cent of the **buildings** sum insured if your **buildings** are damaged as a result of an event that the government declares a catastrophe or emergency.

We will only do this if:

- your **buildings** are considered by us to be a total loss
- the increased cost to rebuild or repair your **buildings** was caused solely by the event that the government declares a catastrophe or emergency
- the cost to rebuild or repair your **buildings** is greater than your **buildings** sum insured, **and**
- you rebuild or repair your **buildings** at the situation.

We will not pay the cost necessary to meet the requirements of any statutory authority in connection with rebuilding or repairing your **buildings** at the situation.

This benefit is only payable for additional building costs that have been caused as a result of increased demand on building material and labour costs by the catastrophe or emergency. This benefit will not provide any shortfall caused in your rebuilding costs if you have under insured your **buildings**.

**Example (does not include costs necessary to meet the requirements of any statutory authority)**

Your Building Sum Insured	\$200,000
Cost to rebuild your building immediately prior to event	\$250,000
Cost to rebuild your building immediately after the event	\$260,000
Benefit Payable	\$10,000

- If a key to an external door lock of your **buildings**, or a key to an external window lock of your **buildings**, is stolen as a result of burglary or housebreaking, we will pay the reasonable costs of replacing the external lock, key or cylinder with a similar item. We decide which one we will do. The most we will pay is \$1,000. The burglary or housebreaking must be reported to the Police.

**Additional things we will pay for when you have insured your contents**

The following will be paid in addition to the sum insured. These will be paid when they relate to **malicious damage or vandalism**. This does not include **deliberate or intentional damage**.

- We will pay up to \$25,000 if a tenant or their visitors, or the children of a tenant or their visitors, or the pets of tenants or their visitors damage your Body Corporate building and you are legally liable for the damage.

The following will be paid in addition to the sum insured. These will only be paid when they relate to damage or loss that is covered by Section 1 “Buildings and Contents” of this policy.

- We will pay the reasonable costs of removing any **contents** debris when damage or loss occurs. We will pay up to 15 per cent of your **contents** sum insured
- If you have a loss, we will increase your sum insured by the amount the Consumer Price Index (all groups) has increased since you took out your policy or last renewed it. This increase does not apply to any special contents you have insured

- You are fully insured again for your **contents** for the amount shown in your **schedule** following a claim. This does not apply when your claim is for a total loss as your cover for **contents** will end then
- If a key to an external door lock of your **buildings**, or a key to an external window lock of your **buildings**, is stolen as a result of burglary or housebreaking, we will pay the reasonable costs of replacing the external lock, key or cylinder with a similar item. We decide which one we will do. The most we will pay is \$1,000. The burglary or housebreaking must be reported to the Police.

### Limit for the value of contents

The most we will pay for any one item, pair, set, collection or system is \$20,000. This does not apply to carpets, curtains and internal blinds. You can insure items that are worth more than \$20,000 each as a “special contents” item. To do this you must advise us and the items will be listed on your **schedule**.

## Paying claims

### Policy excess

For each **buildings** or **contents claim** we will reduce the amount we pay you for your **claim** by the **excess**. The amount of your **excess** is shown on your **schedule**.

Your **excess** will be increased by \$250 for any **claim** for damage or loss arising from earthquake or tsunami. Damage or loss from earthquake must occur within 72 hours of the earthquake.

Your **excess** will be increased by \$400 for any claim for damage or loss arising from accidental loss or damage, **malicious damage or vandalism, deliberate or intentional damage**, theft from any part of your **buildings** or **contents** by **tenants**, their visitors, or their visitors children. When loss or damage is discovered and a **claim** is submitted for separate identifiable events, the maximum **excess** that will apply is \$2,000 in total.

The additional \$400 **excess** for claims arising from accidental loss or damage by **tenants**, their visitors, or their visitors children, does NOT apply to claims arising from:

- fire
- explosion
- liquid that escapes from:
  - a fixed pipe or something attaching to a pipe, fixed gutter, fixed tank or a drain
  - a bath, basin, shower, sink, toilet or tiled floor that has drainage holes
  - a washing machine or dishwasher
  - an aquarium
  - a waterbed
- impact by a vehicle.
- accidental breakage of:
  - fixed glass in the buildings
  - fixed shower bases, basins, sinks, baths or toilets.

When a **claim** is paid for damage to, or loss of, **buildings** and **contents**, the **excess** amount will only be taken off once. When a **claim** is submitted for one or more separate identifiable events, the **excess** will be applied to each separate identifiable event.

## The most we will pay for your buildings or contents

The most we will pay for any **claim** for **buildings** or **contents** is the sum insured shown on your **schedule**, less any applicable **excess**. This does not apply to amounts payable under “Additional things we will pay for when you have insured your buildings” or “Additional things we will pay for when you have insured your contents”.

## How we pay a claim for your buildings

When damage or loss occurs to your **buildings** we will pay the cost of rebuilding your **buildings** or repairing the damaged portions to the same condition as when they were new. We will only do this when your **schedule** shows “including replacement benefit”. If your **schedule** does not show “including replacement benefit” and there is damage or loss to your **buildings**, your claim will be settled as shown on page 27 of this policy booklet.

We will also pay any additional costs required for your **buildings** to comply with government or local authority bylaws. We will not pay these additional costs if you were required to comply with these bylaws, and had not done so, before the damage or loss occurred. Where the damage is less than 50 per cent of the costs of rebuilding your **buildings**, we will only pay for the additional costs in the damaged portions.

Rebuilding or repairing your **buildings** must commence within six months of the damage or loss occurring. If it does not commence within six months, we will do one of the following:

- reinstate or repair the **buildings** to the condition they were in just before the damage or loss occurred, **or**
- pay you the cost of reinstating or repairing the **buildings** to the condition they were in just before the damage or loss occurred, **or**
- pay you the value of the land and **buildings** just before the damage or loss occurred. We will reduce this payment by the value of your land and **buildings** after the damage or loss occurred.

We decide which one we will do.

We will pay for the damaged portion of fixed coverings to walls, floors and ceilings only in the room, hall or passage where the damage occurred.

We will try to match any material used to repair the **buildings** with the original materials. If we cannot, we will use the nearest equivalent available to the original materials. We will not pay any costs for replacing undamaged property.

If the damage or loss was caused to the **buildings** by liquid escaping:

- from a bath, basin, sauna, spa, shower base or shower wall, we will pay the costs to repair the **buildings**. We will not pay the cost to repair or replace the bath, basin, sauna, spa, shower base or shower wall
- we will pay the cost to:
  - identify and locate where the liquid escaped from
  - replace the defective part from where the liquid escaped from.

However we will not cover:

- fixing or finding leaks that have not caused loss or damage to your buildings or contents.

If the rebuilding or repair is limited by government or local authority bylaws that reduce the floor area of the **buildings** we will:

- pay the actual cost of rebuilding or repairing the reduced floor area of the **buildings, and**
- pay the difference between the actual costs of rebuilding or repairing the reduced floor area of the **buildings** and the estimated costs of rebuilding or repairing had the limit not applied.

Provided your sum insured is not totally used for a **claim** we will also pay for any loss of land value following your **claim**. This loss must be as a result of government or local authority legislation that reduces the floor area of your **buildings**. Loss of land value is the difference between the value of the land just before the damage or loss occurred, and the value of the land just after the damage or loss occurred. We will reduce the amount we pay you for the loss of land value by any amount that you receive as compensation for this loss. The most we will pay is the unused portion of your sum insured.

Where you are entitled to use **bond money** to pay for or reduce the costs of any loss or damage, you must do so and the amount of that entitlement will be deducted from your **claim**.

Where a **claim** relates to the **contents** cover provided under “Additional things we will pay for when you have insured your buildings” it will be settled under the section “How we pay a claim for your contents”.

## How we pay a claim for your contents

When damage or loss occurs to:

- any item that consists solely of fabric, **or**
- carpet which is 10 years old or more, **or**
- any other **contents** item that is 15 years old or more, we will do one of the following:
  - replace the property with property of the same condition. The replacement property will be no better than the property replaced, **or**
  - repair the property to the same condition it was in before the damage or loss, **or**
  - we will pay you the cost of replacement or repair. Our payment will be reduced to allow for wear, tear and depreciation.

We decide which one we will do.

When damage or loss occurs to any other **contents** item we will do one of the following:

- replace the property with the nearest equivalent new property, **or**
- repair the property to the condition it was in when new, **or**
- pay you the cost of replacement or repair.

We decide which one we will do.

We will pay for carpets, wall, floor and ceiling coverings, internal blinds and curtains, only in the room, hall or passage where the damage or loss occurred.

When a damaged or lost item is part of a pair, set, system or collection, we will only pay for the value of the item itself. The most we will pay is the value that the item has as a proportion of the combined pair, set, system or collection. We will only pay the cost of replacing the item even though the pair, set, system or collection to which it belongs is less valuable because it is incomplete.

Where you are entitled to use **bond money** to pay for or reduce the costs of any loss or damage, you must do so and the amount of that entitlement will be deducted from your **claim**.

## How we pay a claim for your buildings when your schedule does not show “including replacement benefit”

When damage or loss occurs to your buildings, we will do one of the following:

- reinstate or repair the buildings to the condition they were in just before the damage or loss occurred, **or**
- pay you the cost of reinstating or repairing the buildings to the condition they were in just before the damage or loss occurred, **or**
- pay you the value of the land and **buildings** just before the damage or loss occurred. We will reduce this payment by the value of your land and **buildings** after the damage or loss occurred.

We decide which one we will do.

We will pay for the damaged portions of fixed coverings to walls, floors and ceilings only in the room, hall or passage in which the damage occurred.

We will try to match any material used to repair the **buildings** with the original materials. If we cannot, we will use the nearest equivalent available to the original materials. We will not pay any costs for replacing undamaged property.

If the damage was caused by liquid that escaped from a bath, basin, sauna, spa, shower base or shower wall, we will pay the costs to repair the **buildings**. We will not pay the costs to repair or replace the bath, basin, sauna, spa, shower base or shower wall.

Provided your sum insured is not totally used for a claim, we will also pay for any loss of land value following your claim. This loss must be as a result of government or local authority legislation that reduces the floor area of your **buildings**. Loss of land value is the difference between the value of the land just before the damage or loss occurred and the value of the land just after the damage or loss occurred. We will reduce the amount we pay you for the loss of land value by any amount that you receive as compensation for this loss. The most we will pay is the unused portion of your sum insured.



# Loss Of Rent

This section of the policy only applies when your **schedule** shows that you have requested cover for Loss of Rent.

It applies when accidental damage or accidental loss occurs on the same basis as set out in Section 1 “Building and Contents”. We will pay when the **building** or sections of the **buildings and/or contents** are:

- **unable to be lived in** after the accidental damage or accidental loss has occurred, **or**
- **unable to be leased or rented** when the property is used for short term rental after the accidental damage or accidental loss has occurred. We will deduct an amount equal to five days **rent** from our payment to you.

The cover also applies when accidental damage or accidental loss to other property located near the insured **buildings** is damaged and access to the **buildings** or contents is prevented.

We will pay the amount that is equal to the **rent** up to the period of time your **buildings** have been repaired or replaced. We will pay this for up to 24 months and the amount we pay will not be greater than double the sum insured shown on your **schedule**.

When accidental damage or accidental loss occurs to **buildings** that are subject to Rent Pool arrangements we will only pay where other sections of the **buildings** are not available for lease and a financial loss occurs.

Where the **buildings** are not used for short term letting, we will extend cover for up to 2 weeks after the **buildings** have been repaired or replaced.

Where you are entitled to use **bond money** to pay for or reduce the costs of any loss or damage, you must do so and the amount of that entitlement will be deducted from your **claim**.

# Strata Title Mortgagee Protection

This section of the policy only applies when your **schedule** shows that you have requested cover for Mortgagee Protection.

It applies when you own part of a building that has been subdivided, usually into strata title units, and you have a mortgage on that part of the building. We will cover the part of the building that you own for any damage or loss covered by Section 1 “Buildings and Contents”.

We will pay up to the amount you owe on your mortgage but no more than the sum insured shown on your **schedule**, less any applicable **excess**. We will pay this to your mortgagee when you are required to pay your mortgage in full following a loss. We will only pay this when the Body Corporate has not insured the buildings, or it has not insured the buildings for damage that you can **claim** for under this policy.

# Rent Default And Theft By A Tenant

This section of the policy only applies when your **schedule** shows that you have requested cover for Rent Default and Theft by a Tenant.

## When we will pay for rent default

We will pay if your **tenant**:

- leaves your **buildings** before the end of the tenancy period stated in the **rental agreement** and does not give you or your agent notice, **or**
- stops paying **rent** owed to you or your agent, **or**
- is legally evicted from your **buildings**.

We will pay the weekly amount your **buildings** are rented for. The most we will pay is \$12,000. We will not pay you when your **buildings** are re-tenanted.

## When we will pay for theft by a tenant

We will pay if there is theft of any part of your **buildings** or **contents** by your **tenant** or their visitors, or their visitors' children.

We will only pay for theft to:

- your **buildings** if you have insured your **buildings** under Section 1 of this policy. The most we will pay is the sum insured you have selected for your **buildings**, less any applicable **excess**. This includes \$10,000 for **contents** as set out under "Additional things we will pay for when you have insured your buildings"
- your **contents** if you have insured your **contents** under Section 1 of this policy. The most we will pay is the sum insured you have selected for your **contents**, less any applicable **excess**.

## Paying claims

We will pay your claim for **rent default**, or theft by your **tenant** or their visitors, or their visitors children, of any part of your **buildings** and/or **contents**.

We will only pay when you and your tenant have a **rental agreement**.

We will only pay for **rent default** if the **tenant** breaches the **rental agreement**.

The cover for **rent default** will not apply if the **rent** is in arrears at the commencement date of this insurance. The cover will not commence until the **rent** arrears have been paid, and the **tenant** has paid agreed **rent** in accordance with the **rental agreement** for a period of not less than four consecutive weeks.

When we pay a **claim** for **rent** and/or legal expenses, the **claim** will be reduced by the balance, if any, of any **bond money** remaining after deduction of **allowable reletting expenses** and any other costs or expenses you are legally entitled to deduct from the **bond money**. If a tribunal orders the refund of the **bond money** to the **tenant**, on the grounds of hardship, an **excess** equal to four weeks **rent** will apply to your **claim**.

We will only pay a **claim** when you have taken all reasonable steps legally available to you under the Residential Tenancies Act or other relevant legislation, to remedy non payment and evict the tenant. Your **claim** for **rent default** ceases when the **rental agreement** could reasonably have been legally terminated by you.

If the **rental agreement** defaults to a **periodical tenancy agreement** we will only pay two weeks **rent** after the **tenant** vacates the **building** without notice.

We will not pay if your **tenant** leaves the **buildings** with or without notice, and you have failed to rectify a Notice of Remedy breach issued by the **tenant** to you.

## Excess

We will reduce the amount we pay you for your **claim** by the **excess** that applies to your **buildings** and/or **contents**. The amount of your **excess** is shown on your **schedule**.

Your **excess** will be increased by \$400 for any **claim** arising from the theft of any part of your **buildings** or **contents, malicious damage or vandalism, deliberate or intentional damage** by your **tenants** or their visitors or the children of your tenants or their visitors. When loss or damage is discovered and a **claim** is submitted for separate identifiable events, the maximum **excess** that will apply is \$2,000 in total.

## Additional things we will pay for when you make a claim for Rent Default and Theft by a Tenant

We will also pay legal costs you incur:

- to legally evict **tenants, or**
- to recover amounts owed to you by your **tenants, or**
- to recover amounts for items stolen by your **tenants** or their visitors, or their visitors' children.

We will not pay legal costs to recover any amount owed to you solely for the payment of any **excess** applicable to any **claim** under this policy.

The most we will pay for your legal costs is \$5,000. We will only pay your legal costs when we agree to pay them before they are incurred.

# Section 2

## Liability

This section of the policy only applies when your **schedule** shows that you have requested cover for liability.

In this section there is an additional word that has a special meaning. This word is listed below. Whenever this word appears in this section it will be shown in **bold** print.

In this section **occurrence** means:

- a single incident that is not intended or expected, **or**
- a series of incidents or continuous or repeated exposure to substantially the same general conditions, which:
  - are not intended or expected, **and**
  - have the same cause, **or**
  - are attributable to the same source.

We will pay the amount you are liable to pay following an **occurrence** if your liability arises from any of the circumstances shown below. The **occurrence** that results in a claim must occur during the period of insurance. We will also pay any legal costs you have to pay in relation to the **occurrence**. This includes costs awarded against you. The most we will pay, including costs, for any **occurrence** is the amount shown in your **schedule**. Where the **occurrence** takes place over more than one period of insurance, we will only pay the amount shown in your **schedule** once in respect of each **occurrence**.

### When we will pay

- If you have insured your **buildings**, we will pay the amount you have to pay as owner or occupier of your **buildings**.
- If you have insured your **contents** and you own part of a building that has been subdivided, we will pay the amount you have to pay as owner of your **contents** or occupier of your part of the building.
- If you have insured your **contents**, we will pay the amount you have to pay for any occurrence that happens because of any defect in your **contents**.

- If you have a car park for your **tenants** or guests of your **tenants**, we will pay the amount you have to pay for damage to property while it is in the car park.

If your buildings are a total loss, we will continue liability cover for any amount you have to pay as owner or occupier of the buildings for up to six months from the date your buildings were destroyed.

This cover will stop immediately if:

- construction commences at the home
- you sell the land, **or**
- you take out a new buildings insurance policy for the home.

### When we will not pay

We will not pay claims arising from:

- penalties, fines or awards of aggravated, exemplary or punitive damages made against you
- using a motor vehicles, motor-cycles, mini-bikes, aircraft or watercraft, other than ride-on mowers
- servicing, repairing or maintaining any vehicle
- personal injury to you, or any member of your family who normally lives with you, or any other person who normally lives with you
- personal injury to any person you employ and that injury arises from their employment with you
- damage to or loss of property that belongs to you, or any member of your family who normally lives with you, or any other person who normally lives with you
- damage to or loss of property that belongs to any person you employ and that damage arises from their employment with you
- damage to or loss of property that is in your control, or the control of any member of your family who normally lives with you, or any other person who normally lives with you
- any alterations, servicing, repairing or any additions to lifts, escalators or hoists. This includes anything that is part of a lift, escalator or hoist
- vibration or interference with the support of land, buildings or other property

- any disease that is transmitted by you, or any member of your family who normally lives with you
- any business, profession, trade or occupation carried on by you other than managing the **buildings** and their surrounds
- any alterations, repairs, renovations or additions to your **buildings** that cost more than \$100,000.
- the erection or demolition of **buildings**
- any agreement or contract you enter into other than where you would have been liable without the agreement or contract
- the use, removal of or exposure to any asbestos product or products containing asbestos
- the discharge, release or escape of any pollutants
- the removal, neutralising or cleaning up of pollutants
- any act of libel or slander.



# What Section 1 And Section 2 Of The Policy Do Not Cover

We will not pay claims arising from:

- war or warlike activity. War does not have to be declared. We do not provide cover for theft following this
- hostilities, rebellion, insurrection or revolution. We do not provide cover for theft following these events
- contamination by chemical and/or biological agents, which results from an act of terrorism. Terrorism is any act which may, or may not, involve the use of, or threat of, force or violence where the purpose of the act is to further a political, religious, ideological aim or to intimidate or influence a government (whether lawfully constituted or not) or any section of the public
- lawful destruction or confiscation of your property
- anything nuclear or radioactive
- damage to a heating element. We will pay for any resultant damage following damage to a heating element
- mildew, atmospheric or climatic conditions
- anything that you or anyone acting for you deliberately caused
- storm surge, the action of the sea, tidal wave, high water or erosion
- landslide or subsidence except as detailed on page 17
- any event that does not occur within the period of insurance
- failure or inability of any item, equipment or computer software to recognise correctly, to interpret correctly or to process correctly any date, or to function correctly beyond any time when that item, equipment or computer software has not recognised, interpreted or processed correctly any date. We will pay for any resultant loss or damage that is covered by this policy, other than loss or damage to any frozen food, or loss or damage to any computer equipment or computer software
- any form of consequential loss.

# Policy Information That Applies To Section 1 And Section 2 Of The Policy

## When your insurance cover does not apply

Your insurance for your **buildings** and **contents** will not apply if, for a continuous period of 90 days or more, no one has lived at your **situation**. This does not apply to holiday lettings.

You can ask us to provide cover if no one is going to be living at your **situation** for more than 90 days. If we agree to provide cover we will advise you in writing.

# Section 3

## Workers' Compensation

This section of the policy only applies when your **schedule** shows that you have requested cover for Workers' Compensation for persons employed in connection with owning, operating and managing the **buildings**.

Some circumstances make Workers' Compensation compulsory if you have employees. If you are unsure, check with your local Workers' Compensation Authority.

We will pay the amount you are liable to pay if a person you employ is injured while working for you. We will only pay if the person is doing work for you in respect of owning, operating and managing the **buildings** insured under Section 1. We will not pay if the person is working for you in your business, profession, trade or occupation.

The amount we will pay is subject to the relevant Workers' Compensation legislation in your state or territory.

Please refer to page 3 under 'Who is the insurer'.

# Policy Information That Applies To All Sections Of The Policy

## You cannot give your rights away

You cannot give anyone else an interest in this policy without our written consent.

## What you are required to do for us

- you must pay us the premium for this insurance
- you must tell us as soon as possible of anything that changes the facts or circumstances relating to your insurance
- you must take reasonable precautions to prevent anything which could result in a **claim** under this policy
- you must make sure that anyone doing anything on your behalf obeys all laws
- you must comply with the conditions of this policy.

## Cancelling your policy before the due date

You can cancel this policy at any time. To do this you must ask us in writing. The policy will end when we receive your request.

We can cancel this policy if you do any of the following:

- make a misleading statement to us when you apply for your insurance
- fail to tell us anything you should tell us when you apply for this policy, renew this policy and when you change or reinstate this policy
- fail to comply with the conditions of this policy
- fail to pay the premium for this insurance
- are not fair and open in your dealings with us
- make a claim during the period of this policy that is not true. The **claim** does not have to be under this policy and can be with us or another insurance company.

We may cancel this policy if you fail to notify us of a change in the circumstances of the risk during the period of insurance.

If we cancel this policy we will advise you in writing. To do this, a notice will be delivered or posted to you.

### **Return of premium if your policy is cancelled before the due date**

If your policy is cancelled before the due date:

- we will keep the premium for the period that the policy was in force
- we will return to you the premium for the period from the date the policy ended to the due date of the policy.

### **How the Goods and Services Tax affects your claim**

Where we make a payment under this policy for the acquisition of goods, services or other supply, we will reduce the amount of the payment by the amount of any input tax credit that you are, or will be, or would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 in relation to that acquisition, whether or not that acquisition is actually made.

Where we make a payment under this policy as compensation instead of payment for the acquisition of goods, services or other supply, we will reduce the amount of the payment by the amount of any input tax credit that you would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 had the payment been applied to acquire such goods, services or other supply

### **The law that applies to this policy**

Any disputes arising from this policy will be determined by the courts, and in accordance with the laws, of the state or territory of Australia where this policy is issued.

# How To Make A Claim

Please contact your nearest CGU Insurance office when something happens that you believe you can claim for.

## What you must do when you make a claim

You must make your claim as soon as possible after you suffer a loss. If you do not make it within 30 days, we may reduce what we pay you by an amount to take account of any disadvantage we suffer by the delay.

You must also:

- take all reasonable steps to stop any further loss from occurring, including all remedies available to you under any relevant state Residential Tenancy Act
- advise the nearest police station if your property is lost or stolen, vandalised or maliciously damaged. We may ask you to give us a written report from the police
- keep the property that has been damaged so we can inspect it
- tell us about any prosecution or inquest that may be held
- send us any document relating to your claim within 72 hours of you receiving the document.

## What you must not do when you make a claim

You must not do any of the following:

- repair or replace any damaged property without our consent
- pay, promise to pay, or offer payment, or admit responsibility for a **claim**.

## You give us your rights to claim from anyone else

If you have a right to claim against someone else for a **claim** you made under this policy, you give us your rights to make that **claim**. You also give us your rights to conduct, defend or settle any legal action and to act in your name.

You must not do anything which prevents us from doing this and you must give us all the information and co-operation that we require.

## Claim payment examples

These Claim payment examples show you how a claim settlement may be calculated based on some practical scenarios. Any actual claim settlement amount will depend upon the facts of each case. For the purpose of the scenarios you are not registered for GST.

Claim Example 1	
<b>Policy type</b>	Building Insurance
<b>Buildings sum insured</b>	\$250,000
<b>Excess</b>	\$500
<b>Loss or damage</b>	Storm damage to your roof
<b>How we settle your claim</b>	<ul style="list-style-type: none"> <li>We arrange for a builder to repair your roof for \$4,000</li> <li>We pay the builder \$3,500</li> <li>We ask you to pay the builder the \$500 basic excess.</li> </ul>

Claim Example 2	
<b>Cover type</b>	Building and Contents Insurance & Loss of rent
<b>Buildings sum insured</b>	\$300,000
<b>Contents sum insured</b>	\$80,000
<b>Loss of rent sum insured</b>	\$15,000
<b>Excess</b>	\$500
<b>Loss or damage</b>	Your buildings and contents are partially destroyed by fire. We agree that you tenant is unable to live in your buildings and you suffer loss of rent
<b>How we settle your claim</b>	<ul style="list-style-type: none"> <li>we choose to pay you directly for the damage</li> <li>we pay you \$25,500 as follows:               <ul style="list-style-type: none"> <li>– Building repairs \$15,000</li> <li>– Content replacement \$5,000</li> <li>– Loss of rent \$6,000</li> <li>– Less excess \$500</li> <li>– Total \$25,500</li> </ul> </li> </ul>

### Claim Example 3

<b>Cover type</b>	Rent default and theft by a tenant
<b>Excess</b>	\$500
<b>Loss</b>	Tenant stops paying you rent.
<b>How we settle your claim:</b>	<ul style="list-style-type: none"> <li>• we assess your rent default at \$8,000</li> <li>• less applicable excess, \$500</li> <li>• we settle your claim for \$7,500.</li> </ul>

### Claim Example 4

<b>Cover type</b>	Liability
<b>Loss or damage</b>	Liability to pay for damages for personal injury to a third party
<b>How we settle your claim</b>	<p>We pay the legal costs of \$10,000</p> <p>We pay the medical expenses incurred by the third party of \$22,000</p>



# Index

## A

Accidental Damage	17
Allowable Rerletting Expenses	13, 31

## B

Bond Money – Definition	13
Buildings	
Definition	13
Extent of Cover	17

## C

Cancellation	39
Carpets	22, 26
Chemical Cleaning	18, 19, 36
Claims	
Definition	13
Making a Claim	41
Paying a Claim	42
Content	
Definition	13, 14
Extent of Cover	17
Pairs, Sets, Collections	26
Special Contents	14, 21, 22
Corrosion	19

## D

Debris, Removal of	21
Defects	19
Deliberate Damage	14
Demolition	35
Depreciation	19, 26
Dispute Resolution	7
Domestic Appliances	13
Duty of Disclosure	8

## E

Earth Settling	19
Earthquake	17
Movement of	19
Shrinkage	19
Electric Motor	19
Electrical Breakdown	19
Erosion	19
Excess	23, 32
Explosion	17

## F

Faulty Workmanship	19
Fees	
Architect	20
Legal	20
Survey	20
Fences	
Free Standing	18, 19
Landslide	17
Storm Damage	17
Fixtures & Fittings	
Body Corporate	13
Flood	10, 14, 17, 18

## G

Glass	
Being Carried, Used	19
Being Cleaned	19
Mirrors	19
Goods and Services Tax	40

## I

Insects	19
Instalment Premiums	11
Insured Person/s	11
Intentional Damage	14

<b>J</b>		Sum Insured	
Jewellery	14	CPI Increase	20, 21
		Reinstatement	20, 21
<b>L</b>		Swimming Pools	13
Landslide	17	Accessories	13
Liability		Covers	18
Covered	33	<b>T</b>	
Not Covered	34	Tenants	
Loss of Rent	28	Definition	15
<b>M</b>		Theft	30
Malicious Damage	15	Theft	
Mechanical Breakdown	19	After War	36
Mice	19	By Tenants	30
Money	14	Tree Roots	19
<b>P</b>		<b>V</b>	
Periodic Tenancy		Vandalism	15
Agreement – Definition	15	<b>W</b>	
Personal Information	5	Water Damage	
Plants	13, 14, 19	Faulty Designs	19
Premium		Renovations	19
Payment	4	Wind	17, 18
Refund of	6, 40	Workers' Compensation	38
<b>R</b>			
Rainwater	17, 18		
Rats	19		
Rent – Definition	15		
Rent Default – Definition	15		
Rental Agreement			
– Definition	15		
Rust	19		
<b>S</b>			
Saunas	13, 25, 27		
Schedule	15		
Situation	15		
Spas	13, 25, 27		
Storm	17		
Strata Title (Mortgagee			
Protection Cover)	29		
Subsidence	17		

# Notes



## CONTACT DETAILS

Claims 13 24 80



[CGU.COM.AU](http://CGU.COM.AU)

Your insurance adviser is

Preparation date:  
12/03/2014

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**Steadfast Group Limited**  
ABN 98 073 659 677  
AFS Licence No. 254928



Insurer  
**CGU Insurance Limited**  
ABN 27 004 478 371  
AFSL 238291



# LANDLORD INSURANCE **ACCIDENTAL DAMAGE**



# CONTENTS

INTRODUCTION	3
ABOUT THIS POLICY	5
SIGNIFICANT FEATURES, RISKS AND BENEFITS	11
POLICY WORDING	12
SECTION 1 – BUILDINGS AND CONTENTS	19
SECTION 2 - LIABILITY COVER	26



## INTRODUCTION

Thank you for choosing AIG for your insurance needs.

Please take the time to read this document carefully to ensure you understand what your Policy covers, what Excesses apply and how to make a Claim. If you have any questions or need more information, please contact your Steadfast Broker.





## About this document

This document is a Product Disclosure Statement (**PDS**) and Policy Wording which respectively contains:

1. Important Information which is to help you understand the insurance; and
2. The terms and conditions of the cover provided.

It is up to you to choose the cover you need.

Other documents may comprise the PDS and we will tell you if this is the case in the relevant document.

You should carefully consider the information provided, having regard to your personal circumstances to decide if it is right for you.

## Product Disclosure Statement

This PDS was prepared by AIG Australia on 9 June, 2017

## About us

This insurance is issued/insured by:

AIG Australia Limited ("AIG" "we" "us" or "our")  
 ABN 93 004 727 753, AFSL 381686  
 Level 19, 2 Park Street, Sydney NSW 2000  
 AIG can be contacted on 1300 030 886

AIG issues / insures this product pursuant to an Australian Financial Services Licence ("AFSL") granted to us by the Australian Securities and Investments Commission.

This Product Disclosure Statement ("PDS") provides key information about your cover, including its features, benefits and costs. It is designed to help you understand your Policy, and make an informed choice about whether this insurance meets your needs before you buy it.

The information contained in this PDS is general information and does not form part of your agreement with us. The Policy is our legal contract with you and contains details covering the terms, conditions and any exclusions relating to the insurance cover to be provided by us.

We suggest that you read the entire Policy to make Yourself aware of all the cover offered and to ensure the cover offered meets your needs.

Capitalised terms in this PDS shall carry the same meaning provided to such terms in the definition section of your Policy.

## Updating this PDS

We may update the information contained in this PDS when necessary. A copy of any updated information will be made available to you by your Steadfast Broker, at no cost to you. We will issue you with a new PDS or a supplementary PDS, where the update is to rectify a misleading or deceptive statement or omission, which is materially adverse from the point of view of a reasonable person deciding whether to obtain or renew this insurance.

## About Steadfast

Steadfast Group Limited (Steadfast) is a public company that operates a large network of insurance brokerages in Australia known as Steadfast Brokers. This policy is available exclusively to you through a Steadfast Broker.

Steadfast does not issue, guarantee or underwrite this Policy.

## ABOUT THIS POLICY

If we issue you a Policy, you will be given a policy Schedule. The Policy Schedule sets out the covers you have chosen and should be read together with the Policy Wording. You should check the Policy Schedule carefully to ensure it accurately states what you have insured.

The Policy Wording and Policy Schedule form your legal contract with us, so please keep them in a safe place for future reference.

If you require further assistance or information about this policy, please contact your Steadfast Broker.

### Your duty of disclosure

Before you enter into an insurance contract you have a duty of disclosure under the Insurance Contracts Act 1984. If we ask any questions that are relevant to our decision to insure you and on what terms, you must tell us anything that you know and that a reasonable person in the circumstances would include in answering the questions. You have this duty until we agree to insure you.

#### **If you do not tell us something**

If you do not tell us anything you are required to tell us, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both. If your failure to tell us is fraudulent, we may refuse to pay your claim and treat the contract as if it never existed.

### Your duty of disclosure for renewals

Before you renew this contract of insurance, you have a duty of disclosure under the Insurance Contracts Act 1984.

If we ask you questions that are relevant to our decision to insure you and on what terms, you must tell us anything that you know and that a reasonable person in the circumstances would include in answering the questions.

Also, we may give you a copy of anything you have previously told us and ask you to tell us if it has changed. If we do this, you must tell us about any change or tell us that there is no change.

If you do not tell us about a change to something you have previously told us, you will be taken to have told us that there is no change. You have this duty until we agree to renew the contract.

#### **If you do not tell us something**

If you do not tell us anything you are required to tell us, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

### Who needs to tell us

It is important that you understand that you must answer our questions honestly for yourself and anyone else whom you want to be covered by the Policy.

## You must disclose the following

You are asked at the time you take out this insurance to give us full and correct details concerning any:

- insurance policy or renewal of insurance policy that has been declined, cancelled or refused, or where any excess was imposed;
- claim refused by an insurer in the last three years;
- claim made in the last three years; or
- criminal conviction or finding of guilt for an offence,

in relation to you and your family because any of these may affect the premium and extent of insurance.

For example, we may be entitled to:

- charge you an additional premium;
- impose (back-dated) restrictions including declining your insurance back to when this information should have been provided;
- decline to insure your Buildings or Contents; and
- refuse to pay a claim.

When renewing your Policy with us you must also advise us of any changes to your:

- claims;
- insurance; or
- criminal history.

We will notify you in writing of the effect a change may have on your renewal.

## Privacy Notice

**This notice sets out how AIG collects uses and discloses personal information about:**

- you, if an individual; and
- other individuals you provide information about.

**Further information about our Privacy Policy is available at [www.aig.com.au](http://www.aig.com.au) or by contacting us at [australia.privacy.manager@aig.com](mailto:australia.privacy.manager@aig.com) or on 1300 030 886.**

### How we collect your personal information

AIG usually collects personal information from you or your agents.

AIG may also collect personal information from:

- our agents and service providers;
- other insurers;
- people who are involved in a claim or assist us in investigating or processing claims, including third parties claiming under your policy, witnesses and medical practitioners;
- third parties who may be arranging insurance cover for a group that you are a part of;
- providers of marketing lists and industry databases; and
- publically available sources.

## Why we collect your personal information

AIG collects information necessary to:

- underwrite and administer your insurance cover;
- maintain and improve customer service; and
- advise you of our and other products and services that may interest you.

You have a legal obligation under the Insurance Contracts Act 1984 to disclose certain information. Failure to disclose information required may result in AIG declining cover, cancelling your insurance cover or reducing the level of cover, or declining claims.

## To whom we disclose your personal information

In the course of underwriting and administering your policy we may disclose your information to:

- entities to which AIG is related, reinsurers, contractors or third party providers providing services related to the administration of your policy;
- banks and financial institutions for policy payments;
- assessors, third party administrators, emergency providers, retailers, medical providers, travel carriers, in the event of a claim;
- other entities to enable them to offer their products or services to you; and
- government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law.

AIG is likely to disclose information to some of these entities located overseas, including in the following countries: United States of America, United Kingdom, Singapore, Malaysia, the Philippines, India, Hong Kong, New Zealand as well as any country in which you have a claim and such other countries as may be notified in our Privacy Policy from time to time.

You may request not to receive direct marketing communications from AIG.

## Access to your personal information

Our Privacy Policy contains information about how you may access and seek correction of personal information we hold about you. In summary, you may gain access to your personal information by submitting a written request to AIG.

In some circumstances permitted under the Privacy Act 1988, AIG may not permit access to your personal information. Circumstances where access may be denied include where it would have an unreasonable impact on the privacy of other individuals, or where it would be unlawful.

## Complaints

Our Privacy Policy also contains information about how you may complain about a breach of the applicable privacy principles and how we will deal with such a complaint.

## How to apply for this Policy

To apply for this Policy, please complete our online application form with your Steadfast Broker.

If we accept your application, you will receive a Policy Schedule that sets out details of the cover you have chosen.

## The cost of this Policy

The premium is the amount we charge you for this policy. It includes the amount we have calculated for the risk as well as the taxes and government charges that are applicable. The premium will be shown on the Policy Schedule.

When calculating the premium we take a number of factors into account. These factors and the degree to which they affect the premium will depend on the information you give us, and the level and type of cover you choose. The main factors that impact your premium include:

- the type of property being insured;
- where the property is located;
- the type of construction of the property; and
- your previous insurance and claims history.

Some rating factors do not affect all components of the premium calculation. For example, age discounts, retiree discounts, no Claim bonus and loyalty discounts do not apply to the parts of the premium that are paid for liability cover or Flood cover.

## Excess

The Excess is the amount you must contribute towards the cost of any claim you make.

If we agree to pay your claim, we will deduct the Excess from the amount of the claim we will pay to you, or we will ask you to pay the Excess to a supplier, repairer, or to us.

The Excess payable by you is shown in your Policy unless it is specifically noted in the Schedule to be otherwise.

## GST

The amount of premium payable for this Policy also includes an amount on account of GST. The sums insured under this Policy exclude GST.

When we make a payment under this Policy for the acquisition of goods, services or other supplies we will reduce the payment by the amount of any input tax credit that you are or would have been entitled to if you made a relevant acquisition.

Where you are registered for GST you must tell us your correct input tax credit entitlement. Any fines or penalties arising from your incorrect advice are payable by you.

## How to make a claim

Please contact your Steadfast Broker to assist you in making a claim.

In an emergency outside normal business hours you may ring our emergency service on 1300 121 251 for assistance.

Further details of what you must do for us to consider your Claim are provided in the 'General terms and conditions' section at the end of this booklet.

## General Insurance Code of Practice

We are a signatory to the General Insurance Code of Practice ("**the Code**").

The Code sets out the minimum standards of service that can be expected from the insurance industry and requires insurers to be open, fair and honest in their dealings with customers.

We are committed to adhering to the objectives of the Code and to uphold these minimum standards when providing services covered by this Code. The Code objectives will be followed having regards to the law and acknowledging that a contract of insurance is a contract based on the utmost good faith.

For more information please visit the Code of Practice website, [www.codeofpractice.com.au](http://www.codeofpractice.com.au) or follow the links from the Insurance Council of Australia's website at [www.ica.com.au](http://www.ica.com.au).

## Your cooling off rights

Once cover has commenced you have a 21 day cooling off period. Provided you have not submitted a claim under your policy you have the right to cancel your policy and receive a full premium refund. The cooling off period ceases as soon as you make a claim under your policy.

To exercise this right you must notify your Steadfast Broker electronically or in writing. The broker may deduct certain amounts from any refund that may be due for administration costs or any non-refundable taxes.

## Dispute resolution

We strive to provide an efficient, honest, fair and transparent standard of service at all times. We recognise that occasionally mistakes or misunderstandings can happen. If this is the case, we realise that you will want to let us know and may wish to make a complaint.

If you make a complaint we will make sure that your concerns are addressed as quickly as possible.

### What should you do if you have a complaint?

You can register a complaint by telephoning us on 1800 339 669, lodging your complaint on our website, or by writing to:

The Compliance Manager  
 AIG Australia Limited  
 Level 12, 717 Bourke Street  
 Docklands VIC 3008

As soon as we receive your complaint we will take all possible steps to resolve it. You will receive a written response to your complaint within 15 working days, unless we agree a longer timeframe with you.

### What should you do if you are not happy with our response to your complaint?

If you are not satisfied with our response to your complaint, you may wish to have the matter reviewed by our Internal Dispute Resolution Committee ("Committee"). The Committee is comprised of Senior Management of the company who have the experience and authority to decide on matters being brought to the Committee.

If you wish to have your complaint reviewed by this Committee please telephone or write to the person who has signed the response letter to your complaint and provide them with detailed reasons for requesting the review. This information will greatly assist the Committee in reviewing your claim or enquiry. Your complaint will then be treated as a dispute. You may also make a request for a review by the Committee by contacting:

The Chairperson IDRC  
 AIG Australia Limited  
 Level 12, 717 Bourke Street  
 Docklands VIC 3008

A written response setting out the final decision of the Committee and the reasons for this decision will be provided to you within 15 working days of the date you advise us you wish to take your complaint to IDRC.

If we are unable to provide a written response setting out the final decision we will keep you informed of progress at least every 10 days.

If you are not satisfied with the finding of the Committee, or if we have been unable to resolve your complaint within 45 calendar days, you may be able to take your matter to an independent dispute resolution body, the Financial Ombudsman Service (FOS). This external dispute resolution body can make decisions with which AIG are obliged to comply. Contact details are:

Financial Ombudsman Service  
 GPO Box 3  
 MELBOURNE VIC 3001  
 Tel: 1300 78 08 08 (local call fee applies)  
 Email: [info@fos.org.au](mailto:info@fos.org.au) Internet: <http://www.fos.org.au>

You should note that use of FOS scheme does not preclude you from subsequently exercising any legal rights, which you may have if you are still unhappy with the outcome. Before doing so however, we strongly recommend that you obtain independent legal advice.

If your complaint does not fall within the Financial Ombudsman Service's terms of reference, we will advise you to seek independent legal advice or give you information about any other external dispute resolution options (if any) that may be available to you.

### **Sanctions**

Our policy wording also contains sanctions exclusion. Please review it carefully.

## **Financial Claims Scheme**

We are authorised under the Insurance Act 1973 ("Insurance Act") to carry on general insurance business in Australia by the Australian Prudential Regulation Authority ("APRA") and are subject to the prudential requirements of the Insurance Act. The Insurance Act contains prudential standards and practices designed to ensure that, under all reasonable circumstances, financial promises made by us are met within a stable, efficient and competitive financial system.

The protection provided under the Federal Government's Financial Claims Scheme (the Scheme) applies to the Policy. In the unlikely event that the Insurer is unable to meet its obligations under the Policy, persons entitled to make a claim under the insurance cover under the Policy may be entitled to payment under the Scheme (access to the Scheme is subject to eligibility criteria). Information about the Scheme can be obtained from the APRA website at <https://www.fcs.gov.au>.

## SIGNIFICANT FEATURES, RISKS AND BENEFITS

**Section 1** – Damage to your Buildings and Contents if they are destroyed, lost or damaged. You can either select to be covered for Building or Contents only or for both Building and Contents.

**Section 2** – Liability cover. If you have insured your Buildings or Contents under this Policy, we will cover you against any claim for compensation or expenses which you become legally liable to pay for the death of, or personal injury to, any person; or damage to third party property.

With each cover option, a range of additional benefits are included. Some of these require an additional payment by you.

### Exclusions

Under some circumstances, this policy will not provide any insurance cover to you.

It is important that you are aware of these exclusions and so you should read them. These exclusions are shown in the Policy Wording.

In addition there are things that you must do in order for you to be covered. There are also some conditions which must be present before we will meet any claim. These are all shown in the Policy Wording below.

You still need to read the Policy Wording, any endorsements applicable to your policy and the Policy Schedule for a full description of the benefits, features, exclusions and conditions of the insurance policy.



## POLICY WORDING

### Our agreement with you

This policy is a legal contract between you and us. If we accept your application for insurance, you pay us the premium and we provide you with the cover you have chosen as set out in this Policy and your Policy Schedule for the period of insurance shown on your Policy Schedule.

The limits of cover applying to the cover selected by you, and the amount of any Excess that applies to your Policy, is shown on your Policy Schedule.

### Paying your premium

There are two ways you can pay your premium:

- in one (1) annual payment to your Steadfast Broker according to their business practices; or
- if provided, in twelve (12) monthly instalments by direct debit from your credit card or from your bank account which can be arranged by your Steadfast Broker.

You must pay your premium in the manner set out on your Policy Schedule.

#### **Paying your annual premium**

You must pay your annual premium to your Steadfast Broker by the due date.

If your premium is unpaid by the due date or your payment is dishonoured, this Policy will not operate and there will be no cover.

#### **Paying your instalment premium**

If we have provided this option to you and if you are paying your premium for the first time by instalments, we will deduct instalments each month on the day of the month that you nominate and which is shown on your Policy Schedule as your payment date.

If we offer to renew your policy and you paid your previous premiums by instalments, your policy will be automatically renewed and we will continue to deduct instalments for your renewed policy on the day of the month you previously nominated as your payment date, unless you tell us otherwise.

If you have nominated the 29th, 30th or 31st of the month as your payment date, we will deduct your instalment payment on the next day if those dates don't occur in a month.

Further details of your instalments are shown on your Policy Schedule.

If your first instalment is unpaid by the due date or your payment is dishonoured, this Policy will not operate and there will be no cover.

We will not pay a Claim under this Policy if, at the time the Claim occurred, any instalment of premium has remained unpaid for fourteen (14) days or more.

If any instalment of premium has remained unpaid for one (1) month, we may cancel this Policy. We will send you a notice giving you details of the action we intend to take and when any cancellation will become effective.

We are entitled to deduct from any amount we pay you under a Claim any unpaid premium or instalment of premium.

If you are paying your premium in instalments by direct debit from your credit card or financial institution account, you must tell us if those details change. You must do this no later than seven (7) days before your next instalment is due.

### Preventing our right of recovery

If you have agreed not to seek compensation from another person who is liable to compensate you for any destruction, loss, damage or liability which is covered by this Policy, we will not cover you under this Policy for that destruction, loss, damage or liability.

### Other party's interests

You must tell us of the interest of all parties (e.g. financiers, lessors or owners) who will be covered by this insurance. We will protect their interests only if you have told us about them and we have noted them on your Policy Schedule.

## Providing proof

So that your Claim can be assessed quickly you should keep the following:

- receipts or other confirmation of purchase and ownership;
- valuations; and
- photographs of items in the home.

We may ask you for these if you make a Claim. You must be able to prove to us that you have suffered a loss that is covered by this Policy before we will pay your Claim for it.

## Your claim may be refused

We may refuse to pay or reduce the amount we pay for your Claim if you do not comply with the Policy conditions, if you do not comply with your duty of disclosure, or if you make a fraudulent claim.

## Changing your Policy

If you want to make a change to this Policy, the change becomes effective when:

- we agree to it; and
- we give you a new Policy Schedule detailing the change.

## Cancelling your Policy

### How you may cancel this Policy

You may cancel this Policy at any time by telling us in writing that you want to cancel it.

Where 'you' involves more than one (1) person, we will only cancel the Policy when a written agreement to cancel the Policy is received from all persons named as the insured on the Schedule.

### How we may cancel your Policy

We may cancel this Policy in any of the circumstances permitted by law (e.g. failure to pay the premium by the due date) by informing you in writing.

We will give you notice in person or send it to your address (including an electronic address) last known to us.

Where you have paid your premium in advance of the date of cancellation, we will refund to you the proportion of the premium for the remaining period of insurance (less any fees or expenses that may be charged by us for administration costs and any non-refundable taxes). Unless directed otherwise by all insureds, the refund will be made payable to the first named insured on your Policy Schedule.

## Notices

Any notice we give you will be in writing, and it will be effective:

- if it is delivered to you personally; or
- it is delivered to you at your address (including an electronic address) which is last known to us.

It is important for you to tell us of any change of address as soon as possible.

## Optional cover you can select

You can choose cover for:

- buildings;
- contents;
- loss of Rent;
- strata title mortgagee protection;
- rent Default;
- theft by a Tenant.

Any optional cover we agree to provide you will be shown on your Schedule.

## Excess that may apply

If you make a Claim under the policy, you may be required to pay one or more Excesses. The descriptions of these Excesses and the circumstances in which they are applied are shown in the policy.

If you select cover for Buildings and Contents, in the event of destruction, loss or damage to both your insured Buildings and Contents for the same event, you will only be required to pay one Excess. If the nominated Excess for Buildings and Contents are different, the Excess payable will be the higher of these Excesses.

In most instances, you can select at the time of your enquiry or application for insurance the amount of policy Excess you wish to pay should you have a Claim. When you select a higher policy Excess amount, we will normally reduce the amount of premium we charge you.

In some instances, we will impose the amount of policy Excess you will need to pay should you have a Claim.

In deciding to impose a policy Excess, we take into consideration a number of factors in setting the amount of the policy Excess. These include factors relating to the type of property being insured, where the property is located, the type of construction of the property and your previous insurance and claims history. At the time of your enquiry or application for insurance, the amount of policy Excess will be advised to you.

## Words with special meanings

In this policy there are words that have a special meaning. These words are listed below.

<b>Words</b>	<b>Meanings</b>
<b>Agent (Property Agent)</b>	Your licenced real estate agent or property manager.
<b>Allowable Reletting Expenses</b>	Reletting expenses as specified in the current Rental Agreement for your property.
<b>Audit</b>	An investigation of your financial or taxation affairs that is initiated by an authorised government authority or agency in relation to, and following the lodgement of a tax return.
<b>Bond Money</b>	Money paid by the Tenant and held as security against damage to the property or outstanding Rent or other costs. your policy will operate on the basis that Bond Money equal to at least four weeks Rent has been paid.
<b>Buildings</b>	<p>Buildings are:</p> <ul style="list-style-type: none"> <li>• Residential Buildings including any professional offices or surgeries in those Buildings.</li> <li>• Domestic out-Buildings.</li> <li>• Fixed coverings to walls, floors and ceilings. This does not include fixed carpet,curtains or internal blinds.</li> <li>• Services, which include the supply of electricity, water, etc.</li> <li>• Items built in or fixed to or on the Buildings.</li> <li>• Jetties, wharfs, pontoons and moorings used for domestic purposes.</li> <li>• Blinds or awnings on the outside of the Buildings.</li> <li>• Anything permanently built, permanently constructed or installed permanently on your property for domestic purposes.</li> <li>• Building materials. We will pay up to \$5000 in total for these items.</li> </ul> <p>Buildings are not:</p> <ul style="list-style-type: none"> <li>• Property that a Tenant is liable for under the terms of a Rental Agreement. This does not apply to items listed under 'What are Buildings'.</li> <li>• Lawns.</li> <li>• Loose or compacted soil, gravel, pebbles, rocks or sand.</li> <li>• Dams.</li> <li>• Plants, shrubs, trees or grass.</li> </ul>
<b>Claims</b>	A separate identifiable event for which the policy provides cover. Where multiple events are submitted at the same time or on the same Claim form, they will be treated as separate Claims for the application of any policy Excess or limitation.

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**Contents**

## Contents are:

- Household goods you own or are legally responsible for that are not fixed or fitted to your Building at your Rental property.
- Carpets, curtains and internal blinds.
- Furniture and furnishings that are not built in.
- Portable domestic appliances that are not built in.
- TVs, stereos, VCR and DVD players and non-portable entertainment systems.
- Swimming pools, saunas and spas that are not built in, and accessories for any swimming pools, saunas or spas.
- Items thinly covered with gold or silver that are not jewellery or watches.
- Fixtures and fittings that have been installed if you are the owner of a strata title unit. We will not cover any fixtures and fittings if the body corporate has them insured.
- Clothing, pedal cycles, surfboards, sailboards, surf skis. we will pay up to \$2,000 in total for these items.
- Special contents which are listed on your Schedule.

## Contents are not:

- Jewellery and watches.
  - Items that contain gold or silver. This does not include items thinly covered with gold or silver.
  - Unset precious and semi- precious stones.
  - Furs.
  - Personal effects.
  - Money.
  - Negotiable documents.
  - Items able to be powered by battery as listed:
    - Cassette players.
    - Electronic Diaries.
    - Mobile or portable phones.
    - Portable computers.
    - Radios.
    - Record players.
    - Tape recorders.
    - Cameras.
  - Sporting equipment.
  - Photographic equipment.
  - Collections of stamps, medals or coins.
  - Plants and trees growing outdoors. This does not include plants and trees growing in pots or tubs.
  - Animals, including birds and fish.
  - Motorcycles, mini- bikes, caravans, trailers, aircraft, watercraft or motor vehicles other than ride-on mowers.
  - Building materials.
-

**Deliberate or Intentional Damage**

An act done without the owner's permission and with the full knowledge that the action will alter the current state of the property, and without any malice, vindictiveness or spite. This does not include:

- Tenant neglect, carelessness, poor housekeeping, or unhygienic living habits.
- Damage occurring during maintenance operations carried out by the Tenants or anyone acting on their behalf.
- Damage as a result of repairs, or attempted repairs, carried out by the Tenants or anyone acting on their behalf.
- Damage caused by failure of Tenants or their visitors to control their children.
- Damage caused by pets belonging to Tenants, their visitors or children of the Tenants or their visitors.
- Theft, or damage caused by theft.
- Accidental damage or accidental loss.
- Malicious Damage or Vandalism.
- Scratching, dinting, chipping, rubbing or chafing.

**Excess**

This is the amount of money you will pay if you have a Claim. We will reduce the amount we pay you for your Claim by the Excess. Your Excess will apply for each separate identifiable event.

If you select cover for Buildings and Contents, in the event of destruction, loss or damage to both your insured Buildings and Contents for the same event, you will only be required to pay one Excess. If the nominated Excess for Buildings and Contents are different, the Excess payable will be the higher of these excesses.

Your Excess will be increased for claims for:

- An earthquake or tsunami by \$250.
- Accidental loss or damage by \$400.
- Malicious Damage or vandalism, deliberate or intentional damage by \$400.
- Rent Default and theft by a Tenant by \$400.

**Flood**

Flood means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:

- a lake (whether or not it has been altered or modified);
- a river (whether or not it has been altered or modified);
- a creek (whether or not it has been altered or modified);
- another natural watercourse (whether or not it has been altered or modified);
- a reservoir;
- a canal;
- a dam.

**Holiday Let**

Short term holiday accommodation.

**Malicious Damage or Vandalism**

A wrongful act motivated by malice, vindictiveness or spite with the intention of damaging the property. This does not include:

- Tenant neglect, carelessness, poor housekeeping or unhygienic living habits.
- Damage occurring during maintenance operations carried out by the Tenants or anyone acting on their behalf.
- Damage as a result of repairs, or attempted repairs, carried out by the Tenants or anyone acting on their behalf.
- Damage caused by failure of Tenants or their visitors to control their children.
- Damage caused by pets belonging to Tenants, their visitors or children of the Tenants or their visitors.
- Theft, or damage caused by theft.
- Deliberate or Intentional Damage.
- Accidental damage or accidental loss.
- Scratching, dinting, chipping, rubbing or chafing.

<b>Periodic Tenancy Agreement</b>	<p>When a Tenant continues to occupy the Situation, after a fixed term Rental Agreement has expired, and the Rental Agreement does not provide for its continuation, and:</p> <ul style="list-style-type: none"> <li>• a notice to leave, or</li> <li>• a notice of intention to leave, or</li> <li>• an abandonment termination notice,</li> </ul> <p>has not been given by the Tenant to you or your agent, or by you or your agent to the Tenant. The Tenant is then deemed to be under a Periodic Tenancy Agreement on the same terms which applied immediately before the Rental Agreement ended. This does not include any term about the agreement's term.</p>
<b>Rent</b>	The amount of money paid, or payable, by the Tenant to Rent your property.
<b>Rent Default</b>	Where the Tenant fails to pay Rent in accordance with a Rental Agreement and/or Periodic Tenancy Agreement.
<b>Rental Agreement</b>	<p>The agreement between you or your agent and the Tenant. This agreement must be in writing and state:</p> <ul style="list-style-type: none"> <li>• The term of the Rental period, and</li> <li>• The amount of Rent payable to you, and</li> <li>• The amount of the Bond Money that the Tenant is required to pay.</li> </ul>
<b>Schedule</b>	This is the document we give you which sets out the details of your insurance cover. You receive a Schedule when you first take out your insurance and again when the policy is renewed or changed.
<b>Short Term Rental</b>	Refers to Rental periods of less than three months in length.
<b>Situation</b>	This is the place where the Building and/or Contents are located. We will show this place on all Schedules we give you.
<b>Tenant</b>	<p>The person(s) named in the Rental Agreement or Periodic Tenancy Agreement and including that person's partner, children, pets, and any other person(s) permanently living at the Situation.</p> <p>Any person(s) including that person's partner, children, pets and any other person(s) living at your Situation under a Rental arrangement that is not a Rental Agreement or Periodic Tenancy Agreement.</p>
<b>We, Us, Our (the insurer)</b>	AIG Australia Limited ABN 93 004 727 753, AFSL 381686 trading as AIG Australia
<b>You, your (the insured)</b>	The person(s) whose name or entity is set out on the Schedule as the insured.

## SECTION 1 – BUILDINGS AND CONTENTS

### What is insured

Your Buildings and/or Contents as set out in your Schedule are insured if they are destroyed, lost or damaged. They are insured only if you own them, or are liable for them.

If you only insure Buildings, the cover provided for destruction, loss or damage does not apply to Contents. This does not include the Contents cover we provide shown under 'Additional things we will pay for when you have insured your Buildings'. If you only insure Contents, the cover provided for destruction, loss or damage does not apply to Buildings.

Your Buildings and Contents are only insured while at your Situation.

We will cover your Buildings and Contents for any accidental damage or accidental loss including that caused by:

- Erosion, subsidence, landslide or earth movement.

The cover for erosion, subsidence, landslide or earth movement only applies if the loss or damage occurs within seventy-two (72) hours of, and as a direct result of, erosion, subsidence, landslide or earth movement directly caused by:

- o Storm, storm surge, Flood, rainwater, hail, snow, wind, tornado or cyclone;
- o Earthquake, subterranean fire, volcanic eruption or tsunami;
- o Explosion; or
- o Liquid escaping from a fixed pipe or something attached to a pipe, fixed gutter, fixed tank apparatus or a drain.

If you have insured your Buildings under this policy, we will also cover destruction, loss or damage to gates, fences or retaining walls that are attached to, and are part of the structure of the Buildings.

- Storm, Flood, rainwater or wind. This includes storm, Flood, rainwater or wind damage to:
  - o Gates, fences or walls that are attached to, and are part of, the structure of the Buildings,
  - o Gates, fences or walls that are not attached to, and are not part of, the structure of the Buildings but only for any section of a gate, fence or wall made of brick, stone, metal or frame-supported corrugated fibrous material. The frame supporting the corrugated fibrous material must be made of brick, stone or metal.
  - o Gates, fences or walls made of timber and that are not attached to, and are not part of, the structure of the Buildings. We will only pay for gates, fences or walls which are 15 years old or less
  - o Free-standing fences that do not have a supporting frame but only if these fences are made from corrugated fibrous material. These fences must have been installed and constructed according to the manufacturer's specifications.

We will not pay for storm, Flood, rainwater or wind damage to swimming pool covers including solar covers, plastic liners for swimming pools. Or to jetties, wharves, bridges or pontoons for damage by Flood.

- An electric motor burning out. If an electric motor burns out, we will repair, reinstate or replace it. We decide which one we will do. We will only do this if the electric motor is 15 years old or less.

We will not cover your Buildings and Contents for any accidental damage or accidental loss caused by:

- Landslide, or subsidence, settling, shrinkage or any movement of earth or erosion except as described under Buildings and Contents – What is insured.
- Water entering the Buildings through an opening made for any Building, renovation or repair work.
- Water entering the Buildings because of a structural defect, faulty design or faulty workmanship when the Buildings were constructed and that you knew about (or should reasonably have known about) and did not fix before the loss or damage occurred (e.g. if there are signs that a defect previously caused damage, we will not pay a later Claim for further damage from this defect;
  - o Rust, corrosion, gradual deterioration, depreciation, wear or tear.
  - o Rats, mice or insects gnawing, biting, chewing, clawing, scratching or in any way polluting or contaminating your Buildings or Contents. However, this exclusion only applies to damage caused directly by the gnawing, biting, chewing, clawing, scratching, polluting or contaminating. For example, if a mouse chews through an electrical wire, which leads to a fire, this exclusion will not operate to exclude the destruction or damage caused directly by the fire. We will not however pay for the damage to the electrical wire caused by the mouse chewing the wire.
  - o Roots from trees, plants, shrubs or grass. For example, if the tree roots damage and block a pipe, we will pay for the resultant destruction of or damage to the Buildings caused by water overflowing in the Building. We will not however pay for damage to the pipe.



- o Any process of cleaning involving the use of chemicals other than domestic household chemicals.
- o A defect in an item, faulty workmanship, structural defects or faulty design and that you knew about (or should reasonably have known about) and did not fix before the loss or damage occurred.
- o Breakage of mirrors, glassware, crystal, crockery or china while they are being used, cleaned or carried by hand.
- o Tenants, their visitors, their visitors' children, or their visitors' pets, scratching, denting, chipping, rubbing, or scuffing, any surface.
- o Mechanical or electrical breakdown other than an electric motor burning out. We will however pay for any resultant damage following mechanical or electrical breakdown.

## Additional things we will pay for when you have insured your Buildings

The following will be paid in addition to the sum insured. These will only be paid when they relate to damage or loss that is covered by Section 1 – 'Buildings and Contents' of this policy.

- We will pay your legal costs to discharge your mortgage if your Claim is for a total loss.
- We will pay the reasonable costs of demolishing and removing any Building debris when damage or loss occurs. We will pay up to 15 per cent of your Buildings sum insured.
- We will pay the reasonable costs of architects, surveyors and legal fees when damage or loss occurs. We will pay up to 15 per cent of your Buildings sum insured.
- We will pay up to \$10,000 for Contents. This will be paid in addition to any value of Contents shown on your Schedule.
- If you have a loss, we will increase your sum insured by the amount the Consumer Price Index (all groups) has increased since you took out your policy or last renewed it.
- You are fully insured again for your Buildings for the amount shown in your Schedule following a Claim. This does not apply when your Claim is for a total loss as your cover for Buildings, including Contents cover we provide under 'Additional things we will pay for when you have insured your Buildings' will end then.
- We will pay up to an additional 15 per cent of the Buildings sum insured if your Buildings are damaged as a result of an event that the government declares a catastrophe or emergency.
- If a key to an external door lock of your Buildings, or a key to an external window lock of your Buildings, is stolen as a result of burglary or housebreaking, we will pay the reasonable costs of replacing the external lock, key or cylinder with a similar item. We decide which one we will do. The most we will pay is \$1,000. The burglary or housebreaking must be reported to the Police.
- If your Buildings have been totally destroyed and we have agreed to rebuild your Buildings, we will pay for the cost to install any combination of:
  - o Rainwater tank facility (including the rainwater tank, water pump and wiring, foundation or tank stand, pipes connecting the roof to the tank);
  - o Solar power system (including the solar or PV panels, water tank, pump, electrical wiring, foundation or tank stand and pipes connecting the roof solar panels to the tank);
  - o Hot water exchange system (including the heat exchange system, electrical wiring, foundation or tank stand and water pipes); and
  - o Grey water recycling system (including the recycling system, distribution pipes and connectors and outlet housings).

The most we will pay under this additional cover is \$5,000 after deduction of any rebate that you are eligible for under any government or council rebate scheme.

## Additional things we will pay for when you have insured your Contents

The following will be paid in addition to the sum insured. This will be paid only when they relate to a Claim for Malicious Damage or Vandalism. This does not include Deliberate or Intentional Damage.

- We will pay up to \$25,000 if a Tenant or their visitors, or the children of a Tenant or their visitors, or the pets of Tenants or their visitors damage your Body Corporate Building and you are legally liable for the damage.

The following will be paid in addition to the sum insured. These will only be paid when they relate to damage or loss that is covered by Section 1 – 'Buildings and Contents' of this Policy.

- We will pay the reasonable costs of removing any Contents debris when damage or loss occurs. We will pay up to 15 per cent of your Contents sum insured.
- If you have a loss, we will increase your sum insured by the amount the Consumer Price Index (all groups) has increased since you took out your policy or last renewed it. This increase does not apply to any special contents you have insured.
- You are fully insured again for your Contents for the amount shown in your Schedule following a Claim. This does not apply when your Claim is for a total loss as your cover for Contents will end then.
- If a key to an external door lock of your Buildings, or a key to an external window lock of your Buildings, is stolen as a result of burglary or housebreaking, we will pay the reasonable costs of replacing the external lock, key or cylinder with a similar item. We decide which one we will do. The most we will pay is \$1,000. The burglary or housebreaking must be reported to the Police.

## Additional things we will pay for when you have insured your Buildings and/or Contents

We will pay for the fees that you must pay to an accountant when your financial affairs in respect of the Situation shown on your Schedule, are audited by the Australian Taxation Office during the period of insurance. You must advise us of any such Audit prior to the fees being incurred.

We will not pay claims for:

- any audit that relates to a criminal prosecution;
- fees where the final assessment of your taxable income for the period being audited is 20%, or more, higher than your original declaration;
- fees for work performed outside the time limits allowed by the Australian Taxation Office; or
- any fines, penalties or adjustments of taxation.

The most we will pay under this additional cover is \$2,000 during any one (1) period of insurance.

## Limit for the value of Contents

The most we will pay for any one item, pair, set, collection or system is \$20,000. This does not apply to carpets, curtains and internal blinds. You can insure items that are worth more than \$20,000 each as a 'special contents' item. To do this you must advise us and the items will be listed on your Schedule.

## Paying Claims

### Policy Excess

For each Buildings or Contents claim we will reduce the amount we pay you for your claim by the Excess.

If you select cover for Buildings and Contents, in the event of destruction, loss or damage to both your insured Buildings and Contents for the same event, you will only be required to pay one Excess. If the nominated Excess for Buildings and Contents are different, the Excess payable will be the higher of these Excesses.

Your Excesses will be shown on your Schedule.

Your Excess will be increased by \$250 for any claim for damage or loss arising from earthquake or tsunami. Damage or loss from earthquake must occur within 72 hours of the earthquake.

Your Excess will be increased by \$400 for any claim for damage or loss arising from accidental loss or damage, Malicious Damage or Vandalism, Deliberate or Intentional Damage, theft from any part of your Buildings or Contents by Tenants, their visitors, or their visitors' children. When loss or damage is discovered and a claim is submitted for separate identifiable events, the maximum Excess that will apply is \$1,000 in total.

The additional \$400 Excess for claims arising from accidental loss or damage by Tenants, their visitors, or their visitors children, does not apply to Claims arising from:

- fire;
- explosion; and
- liquid that escapes from:
  - a fixed pipe or something attaching to a pipe, fixed gutter, fixed tank or a drain
  - a bath, basin, shower, sink, toilet or tiled floor that has drainage holes
  - a washing machine or dishwasher
  - an aquarium
  - a waterbed.
- Impact by a vehicle.
- Accidental breakage of:
  - fixed glass in the Buildings; and
  - fixed shower bases, basins, sinks, baths or toilets.

### The most we will pay for your Buildings or Contents

The most we will pay for any claim for Buildings or Contents is the sum insured shown on your Schedule, less any applicable Excess. This does not apply to amounts payable under 'Additional things we will pay for when you have insured your Buildings' or 'Additional things we will pay for when you have insured your Contents'.

When damage or loss occurs to your Buildings we will pay the cost of rebuilding your Buildings or repairing the damaged portions to the same condition as when they were new.

We will also pay any additional costs required for your Buildings to comply with government or local authority bylaws. We will not pay these additional costs if you were required to comply with these by laws, and had not done so, before the damage or loss occurred. Where the damage is less than 50% of the costs of rebuilding your Buildings, we will only pay for the additional costs in the damaged portions.

Unless we otherwise agree in writing, rebuilding or repairing your Buildings must commence within six months of the damage or loss occurring. If it does not commence within six months, we will do one of the following:

- Reinstatement or repair the Buildings to the condition they were in just before the damage or loss occurred, or
- Pay you the cost of reinstating or repairing the Buildings to the condition they were in just before the damage or loss occurred, or
- Pay you the value of the land and Buildings just before the damage or loss occurred. We will reduce this payment by the value of your land and Buildings after the damage or loss occurred.

We decide which one we will do.

We will pay for the damaged portion of fixed coverings to walls, floors and ceilings only in the room, hall or passage where the damage occurred.

We will try to match any material used to repair the Buildings with the original materials. If we cannot, we will use the nearest equivalent available to the original materials. We will not pay any costs for replacing undamaged property, or fixing or finding leaks that have not caused loss or damage to your Buildings or Contents.

If the damage or loss was caused to the Buildings by liquid escaping from a bath, basin, sauna, spa, shower base or shower wall, we will pay the costs to repair the Buildings and identify and locate where the liquid escaped from. We will not pay:

- The cost to repair or replace the bath, basin, sauna, spa, shower base or shower wall.
- Fixing or finding leaks that have not caused loss or damage to your Buildings or Contents.

If the rebuilding or repair is limited by government or local authority bylaws that reduce the floor area of the Buildings we will:

- Pay the actual cost of rebuilding or repairing the reduced floor area of the Buildings, and
- Pay the difference between the actual costs of rebuilding or repairing the reduced floor area of the Buildings and the estimated costs of rebuilding or repairing had the limit not applied.

Provided your sum insured is not totally used for a Claim we will also pay for any loss of land value following your Claim. This loss must be as a result of government or local authority legislation that reduces the floor area of your Buildings. Loss of land value is the difference between the value of the land just before the damage or loss occurred, and the value of the land just after the damage or loss occurred. We will reduce the amount we pay you for the loss of land value by any amount that you receive as compensation for this loss. The most we will pay is the unused portion of your sum insured.

Where you are entitled to use Bond Money to pay for or reduce the costs of any loss or damage, you must do so and the amount of that entitlement will be deducted from your Claim.

Where a claim relates to the Contents cover provided under 'Additional things we will pay for when you have insured your Buildings' it will be settled under the section 'How we pay a claim for your Contents'.

## How we pay a claim for your Contents

When damage or loss occurs to any other Contents item we will do one of the following:

- Replace the property with the nearest equivalent new property, or
- Repair the property to the condition it was in when new, or
- Pay you the cost of replacement or repair.

We decide which one we will do.

We will pay for carpets, wall, floor and ceiling coverings, internal blinds and curtains, only in the room, hall or passage where the damage or loss occurred.

When a damaged or lost item is part of a pair, set, system or collection, we will only pay for the value of the item itself. The most we will pay is the value that the item has as a proportion of the combined pair, set, system or collection. We will only pay the cost of replacing the item even though the pair, set, system or collection to which it belongs is less valuable because it is incomplete.

Where you are entitled to use Bond Money to pay for or reduce the costs of any loss or damage, you must do so and the amount of that entitlement will be deducted from your claim.

## Optional benefit - Loss of Rent

This section of the policy only applies when your Schedule shows that you have requested cover for Loss of Rent.

It applies when accidental damage or accidental loss occurs on the same basis as set out in Section 1 "Building and Contents". We will pay when the Building or sections of the Buildings and/or Contents are:

- unable to be lived in after the accidental damage or accidental loss has occurred, or
- unable to be leased or rented when the property is used for short term Rental after the accidental damage or accidental loss has occurred we will deduct an amount equal to five days Rent from our payment to you.

Unable to be lived in means when your Buildings are not:

- fit to live in due to the Buildings not being connected to:
  - o electricity or gas, or
  - o hot and cold running water, or
  - o safe to live in.

Unable to be leased or Rented means when you cannot lease or Rent the Buildings due to the condition of the Buildings after the accidental damage or accidental loss has occurred, but does not mean 'unable to be lived in'.

The cover also applies when accidental damage or accidental loss to other property located near the insured Buildings is damaged and access to the Buildings or Contents is prevented.

We will pay the amount that is equal to the Rent up to the period of time your Buildings have been repaired or replaced. We will pay this for up to 24 months and the amount we pay will not be greater than double the amount of the sum insured shown on your Schedule.

When accidental damage or accidental loss occurs to Buildings that are subject to Rent Pool arrangements we will only pay where other sections of the Buildings are not available for lease and a financial loss occurs.

Where the Buildings are not used for Short Term letting, we will extend cover for up to 2 weeks after the Buildings have been repaired or replaced.

Where you are entitled to use Bond Money to pay for or reduce the costs of any loss or damage, you must do so and the amount of that entitlement will be deducted from your Claim.

## Optional benefit - Strata Title Mortgagee Protection

This section of the policy only applies when your Schedule shows that you have requested cover for Mortgagee Protection.

It applies when you own part of a Building that has been subdivided, usually into strata title units, and you have a mortgage on that part of the Building. We will cover the part of the Building that you own for any damage or loss covered by Section 1 – 'Buildings and Contents'.

We will pay up to the amount you owe on your mortgage but no more than the sum insured shown on your Schedule, less any applicable Excess. We will pay this to your mortgagee when you are required to pay your mortgage in full following a loss. We will only pay this when the body corporate has not insured the Buildings, or it has not insured the Buildings for damage that you can claim for under this Policy.

## Optional benefit - Rent Default

This section of the policy only applies when your Schedule shows that you have requested cover for Rent Default.

### When we will pay for Rent Default

We will pay if your Tenant:

- Leaves your Buildings before the end of the tenancy period stated in the Rental Agreement and does not give you or your agent notice, or
- Stops paying Rent owed to you or your agent, or
- Is legally evicted from your Buildings.

We will pay the weekly amount your Buildings are Rented for. The most we will pay is \$12,000. We will not pay you when your Buildings are re-Tenanted.

We will also provide cover for up to six weeks Rent after:

- A death of a sole Tenant that occurs before the end of the tenancy period of your Rental agreement or during a periodic tenancy agreement. Cover will start from the date of the death of the sole Tenant. We will not pay if the sole Tenant had given you or your agent notice in accordance with the Rental agreement or periodic tenancy agreement prior to their death.
- Your Rental agreement or periodic tenancy agreement is legally terminated by a Residential Tenancies Tribunal or another relevant authority on the grounds of hardship on the part of the Tenant. Cover will start from when the termination order issued by the Residential tenancies Tribunal or other relevant authority takes effect.

This cover will stop immediately if your Rental property is re-Tenanted

## Paying Claims for Rent Default

We will only pay a Rent Default claim when you and your Tenant have a Rental Agreement, and if the Tenant breaches the Rental Agreement.

The cover for Rent Default will not apply if the Rent is in arrears at the commencement date of this insurance.

The cover will not commence until the Rent arrears have been paid, and the Tenant has paid agreed Rent in accordance with the Rental Agreement for a period of not less than four consecutive weeks.

When we pay a claim for Rent and/or legal expenses, the claim will be reduced by the balance, if any, of any Bond Money remaining after deduction of allowable reletting expenses and any other costs or expenses you are legally entitled to deduct from the Bond Money. If a tribunal orders the refund of the Bond Money to the Tenant, on the grounds of hardship, an Excess equal to four weeks Rent will apply to your claim.

We will only pay a claim when you have taken all reasonable steps legally available to you under the Residential Tenancies Act or other relevant legislation, to remedy non-payment and evict the Tenant. Your claim for Rent Default ceases when the Rental Agreement could reasonably have been legally terminated by you.

When you or your agent issues a Notice to Leave to the Tenant, the maximum Rent payable under this policy will be two weeks from the date the Tenant vacates the Building.

We will not pay if your Tenant leaves the Buildings with or without notice, and you have failed to rectify a Notice of Remedy breach issued by the Tenant to you.

## Theft by a Tenant

This section of the policy only applies when your Schedule shows that you have requested cover for Theft by a Tenant.

### When we will pay Theft by a Tenant

We will pay if there is theft of any part of your Buildings or Contents by your Tenant or their visitors, or their visitors' children.

We will only pay for theft to:

- Your Buildings if you have insured your Buildings under Section 1 of this policy. The most we will pay is the sum insured you have selected for your Buildings, less any applicable Excess. This includes \$10,000 for Contents as set out under 'Additional things we will pay for under the Building'.
- Your Contents if you have insured your Contents under Section 1 of this policy. The most we will pay is the sum insured you have selected for your Contents, less any applicable Excess.

## Rent Default and Theft by a Tenant Excess

We will reduce the amount we pay you for your Claim by the Excess that applies to your Buildings and/or Contents. The amount of your Excess is shown on your Schedule.

Your Excess will be increased by \$400 for any claim arising from the theft of any part of your Buildings or Contents, Malicious Damage or Vandalism, Deliberate or Intentional Damage by your Tenants or their visitors or the children of your Tenants or their visitors. When loss or damage is discovered and a claim is submitted for separate identifiable events, the maximum Excess that will apply is \$1,000 in total.

## Additional things we will pay for when you make a Claim for Rent Default and Theft by a Tenant

We will also pay legal costs you incur:

- to legally evict Tenants, or
- to recover amounts owed to you by your Tenants, or
- to recover amounts for items stolen by your Tenants or their visitors, or their visitors' children.

We will not pay legal costs to recover any amount owed to you solely for the payment of any Excess applicable to any claim under this policy.

The most we will pay for your legal costs is \$5,000. We will only pay your legal costs when we agree to pay them before they are incurred.

## SECTION 2 - LIABILITY

In this section there is an additional word that has a special meaning. This word is listed below. Whenever this word appears in this section it will be shown in bold print.

In this section **occurrence** means:

- a single incident that is not intended or expected; or
- a series of incidents or continuous or repeated exposure to substantially the same general conditions, which:
  - o are not intended or expected; and
  - o have the same cause; or
  - o are attributable to the same source.

We will pay the amount you are liable to pay following an **occurrence** if your liability arises from any of the circumstances shown below. The **occurrence** that results in a Claim must occur during the period of insurance.

We will also pay any legal costs you have to pay in relation to the **occurrence**. This includes costs awarded against you and costs you incur with Our prior consent. The most we will pay, including costs, for any **occurrence** is the amount shown in your Schedule. Where the **occurrence** takes place over more than one period of insurance, we will only pay the amount shown in your Schedule once in respect of each **occurrence**.

### Limit of your liability cover

The most we will cover for any liability Claim is \$20,000,000 for any one (1) **occurrence**.

### When we will pay

- If you have insured your Buildings, we will pay the amount you have to pay as owner or occupier of your Buildings.
- If you have insured your Contents and you own part of a Building that has been subdivided, we will pay the amount you have to pay as owner of your Contents or occupier of your part of the Building.
- If you have insured your Contents, we will pay the amount you have to pay for any **occurrence** that happens because of any defect in your Contents.
- If you have a car park for your Tenants or guests of your Tenants, we will pay the amount you have to pay for damage to property while it is in the car park.

If your Buildings are a total loss, we will continue liability cover for any amount you have to pay as owner or occupier of the Buildings for up to six months from the date your Buildings were destroyed.

This cover will stop immediately if:

- Construction commences at the home, or
- You sell the land, or
- You take out a new Buildings insurance policy for the home.

### When we will not pay

We will not pay Claims arising from:

- Penalties, fines or awards of aggravated, exemplary or punitive damages made against you.
- Using a motor vehicles, motor-cycles, mini-bikes, aircraft or watercraft, other than ride-on mowers.
- Servicing, repairing or maintaining any vehicle.
- Personal injury to you, or any member of your family who normally lives with you, or any other person who normally lives with you.
- Personal injury to any person you employ and that injury arises from their employment with you.
- Damage to or loss of property that belongs to you, or any member of your family who normally lives with you, or any other person who normally lives with you.

- Damage to or loss of property that belongs to any person you employ and that damage arises from their employment with you.
- Damage to or loss of property that is in your control, or the control of any member of your family who normally lives with you, or any other person who normally lives with you.
- Any alterations, servicing, repairing or any additions to lifts, escalators or hoists. This includes anything that is part of a lift, escalator or hoist.
- Vibration or interference with the support of land, Buildings or other property.
- Any disease that is transmitted by you, or any member of your family who normally lives with you.
- Any business, profession, trade or occupation carried on by you other than managing the Buildings and their surrounds.
- Any alterations, repairs, renovations or additions to your Buildings that cost more than \$100,000.
- The erection or demolition of Buildings.
- Any agreement or contract you enter into other than where you would have been liable without the agreement or contract.
- The use, removal of or exposure to any asbestos product or products containing asbestos.
- The discharge, release or escape of any pollutants.
- The removal, neutralising or cleaning up of pollutants.
- Any act of libel or slander.

## What Section 1 And Section 2 of The Policy Do Not Cover

We will not pay claims arising from:

- War or warlike activity. War does not have to be declared. We also do not provide cover for theft following this.
- Hostilities, rebellion, insurrection or revolution. We also do not provide cover for theft following these events.
- Contamination by chemical and/or biological agents, which results from an act of terrorism. Terrorism is any act which may, or may not, involve the use of, or threat of, force or violence where the purpose of the act is to further a political, religious, ideological aim or to intimidate or influence a government (whether lawfully constituted or not) or any section of the public.
- Lawful destruction or confiscation of your property.
- Anything nuclear or radioactive.
- Damage to a heating element. We will pay for any resultant damage following damage to a heating element.
- Mildew, atmospheric or climatic conditions.
- Anything that you or anyone acting for you deliberately caused.
- Action of the sea, tidal wave or high water.
- Landslide, subsidence, settling, shrinkage or any movement of earth or erosion except as detailed in the policy wording under Section 1 'What is insured'.
- Any event that does not occur within the period of insurance.
- Failure or inability of any item, equipment or computer software to recognise correctly, to interpret correctly or to process correctly any date, or to function correctly beyond any time when that item, equipment or computer software has not recognised, interpreted or processed correctly any date. We will pay for any resultant loss or damage that is covered by this policy, other than loss or damage to any frozen food, or loss or damage to any computer equipment or computer software.

## Policy Information – general terms and conditions

This applies to Section 1 and Section 2 of the policy.

### When your insurance cover does not apply

Cover for your Buildings and Contents will not apply if, for a continuous period of ninety (90) days or more, no one has Occupied your Buildings. This does not apply to holiday lettings or if the destruction, loss or damage results from lightning, thunderbolt, riot and civil commotion, damage directly caused by impact by a vehicle, aircraft, waterborne craft, space debris, rocket, satellite, or a branch, tsunami or earthquake. However, we do not insure you against any subsequent resultant damage such as rainwater entering any opening made by impact or looting subsequent to a riot. This does not apply to holiday lettings.

You can ask us to provide cover if your Buildings are not going to be occupied for more than ninety (90) days. If we agree to provide cover, we will advise you in writing.



## Sanction limitation and exclusion clause

In this section, the reference to Insurer is a reference to us and Insured is a reference to you.

If, by virtue of any law or regulation which is applicable to an Insurer, its parent company or its ultimate controlling entity, at the inception of this Policy or at any time thereafter, providing coverage to the Insured is or would be unlawful because it breaches an applicable embargo or sanction, that Insurer shall provide no coverage and have no liability whatsoever nor provide any defense to the Insured or make any payment of defense costs or provide any form of security on behalf of the Insured, to the extent that it would be in breach of such embargo or sanction.

## Other interests

You must not transfer any interests in this policy without Our written consent.

Any person whose interests you have told Us about and we have noted on your policy Schedule is bound by the terms of this policy.

## What you are required to do for us

- You must pay us the premium for this Policy.
- You must tell us as soon as possible of anything that changes the facts or circumstances relating to your insurance.
- You must take reasonable precautions to prevent anything which could result in a Claim under this policy.
- You must make sure that anyone doing anything on your behalf obeys all laws.
- You must comply with the terms and conditions of this Policy.

## How the Goods and Services Tax affect your Claim

Where we make a payment under this policy for the acquisition of goods, services or other supply, we will reduce the amount of the payment by the amount of any input tax credit that you are, or will be, or would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 in relation to that acquisition, whether or not that acquisition is actually made.

Where we make a payment under this policy as compensation instead of payment for the acquisition of goods, services or other supply, we will reduce the amount of the payment by the amount of any input tax credit that you would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 had the payment been applied to acquire such goods, services or other supply.

## The law that applies to this policy

Any disputes arising from this policy will be determined by the courts, and in accordance with the laws, of the state or territory of Australia where this policy is issued.

## How to make a Claim

Please contact your Steadfast Broker to assist you in making a Claim. In an emergency outside normal business hours you may ring our emergency service on 1300 121 251 for assistance.



## What you must do when you make a Claim

You must make your Claim as soon as possible after you suffer a loss. If you do not make your Claim within thirty (30) days, we may reduce what we pay you by an amount to take account of any disadvantage we suffer by the delay.

You must also:

- Take all reasonable steps to stop any further loss from occurring.
- Advise the nearest Police station if your property is lost or stolen, vandalised or maliciously damaged. We may ask you to give Us a written report from the Police.
- Keep the property that has been damaged so we can inspect it.
- Tell us about any prosecution or inquest that may be held.
- Send us any document relating to your Claim within seventy two (72) hours of you receiving the document.

## What you must not do when you make a Claim

**You must not do any of the following:**

- Repair or replace any damaged property without our consent.
- Pay, promise to pay, or offer payment, or admit responsibility for a Claim.

## You give us your rights to claim from anyone else

If you have a right to Claim against someone else for a Claim that you have made and we have paid under this policy, you give Us your rights to make that Claim. You also give us your rights to conduct, defend or settle any legal action and to act in your name.

You must not do anything which prevents us from doing this and you must give us all the information and cooperation that we require.

## Claims Payment Examples

The following claims payment examples are designed to illustrate how a Claim payment might typically be calculated. These examples do not cover all scenarios or all benefits and do not form part of the policy terms and conditions. They are a guide only. The amount payable under the policy will depend on the facts applicable to the Claim as well as the coverage, exclusions and Excesses set out in the policy and the Policy Schedule.

### Section 1 Example 1: Buildings & Contents

The sum insured on your Buildings is \$500,000. There is an Excess of \$500 applicable to any Claim. Your Building's roof is damaged during a storm, resulting in a Building repair cost of \$5,500.

#### How Much We Will Pay Explanation

<b>\$5,000</b>	We will pay \$5,500 being the cost to repair the roof inclusive of GST less the policy Excess of \$500. We would pay the builder \$5,000 and ask you to pay the Excess of \$500 to the builder.
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### Section 1 Example 2: Buildings and Contents Insurance and Loss of Rent

You have insured your Building and Contents under this Policy and you have selected the additional cover for Loss of Rent. The Building and Contents are partially damaged by a fire. As a result of the fire we agree that your Tenants are unable to live in your Buildings and you suffer a loss of Rent. The cost to repair the Building is \$14,250 and to replace the Contents is \$5,500. You receive \$525 per week as Rent from your Tenants. The Building repairs take eight weeks to complete. There is an Excess of \$750 applicable to any Claim.

#### How Much We Will Pay Explanation

<b>\$14,250</b>	We will pay \$14,250 being the cost to repair the Building inclusive of GST.
<b>\$5,500</b>	We will pay \$5,500 comprising the replacement cost of your Contents.
<b>\$3,825</b>	We will pay eight (8) weeks Rent for the period of time taken to repair the Building- (8 weeks x \$525 = \$4,200) Less and amount equal to five (5) days Rent- (1/7 of \$525 = \$75, 5 days x \$75 = \$375). \$4,200 - \$375 = \$3,825. We will pay \$3,825.00 for the amount of Rent you have lost.
<b>Total Claim payment</b> <b>\$22,825</b>	We will pay the total amount of \$23,575 less the policy Excess of \$750.

### Section 1 Example 3: Rent Default and theft by Tenant

You have insured your Building and Contents under this policy and you have selected the additional cover for Rent Default and Theft by a Tenant. Your Tenant has left the property during the fixed term Rental Agreement without giving you notice and has stolen a number of items (valued at \$3,350) from the property. You received \$900 per week as Rent from your Tenant. You retain \$900 as Bond Money and your Rental Agreement provides for Allowable Re-letting Expenses of \$200. You find another Tenant for the property after 10 weeks. There is a standard Excess of \$350 plus an additional Excess of \$400.

#### How Much We Will Pay Explanation

<b>\$8,300</b>	We will pay ten (10) weeks Rent for the time it takes to find another tenant- (10 weeks x \$900 = \$9,000)  less the Bond Money after deducting Allowance Re-letting Expenses- (\$900 - \$200 = \$700)  Totaling \$8,300.
<b>\$3,350</b>	The value of the items stolen are assessed at \$3,350.
<b>Total Claim payment \$10,900</b>	We will pay the amount of the Rent Default plus the value of the stolen items (\$11,650) less the Excess of \$750.

### Section 2 Example 1: Liability

You have insured your Building and Contents under this policy and an injury has occurred to a third party on your property for which we agree you are liable. The third party claims \$18,000 as medical expenses from you together with \$7,000 in legal expenses which we agree to pay.

#### How Much We Will Pay Explanation

<b>\$7,000</b>	We pay the legal costs incurred.
<b>\$18,000</b>	We will pay the value of the medical expenses incurred by the third party as a result of the injury as the amount you are legally liable to pay the third party.
<b>Total Claim Payment \$25,000</b>	We will pay the total amount of the legal and medical expenses (\$7,000 plus \$18,000) to the third party.







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**Contact**

SteadfastTurboUW.au@aig.com

ConsumerSteadfastClaims@aig.com

**Head Office****Sydney**

Level 19, 2 Park Street Sydney NSW 2000

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AIG is a world leading property-casualty and general insurance organisation serving more than 45 million clients in over 160 countries and jurisdictions. With a 90-year global history, one of the industry's most extensive ranges of products and services, deep claims expertise and excellent financial strength, AIG enables its commercial and personal insurance clients alike to manage risks with confidence. For additional information, please visit our website at [www.aig.com.au](http://www.aig.com.au)

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Lugarno Holdings Pty Ltd  
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PO Box 1724 Wangara WA 6947  
T (08) 9302 1388  
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E info@westralianinsurance.com.au  
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*This quotation is based on the information supplied. If you wish to obtain cover on this basis, please complete the attached documentation and return to this office with payment. PLEASE NOTE THAT YOU HAVE NO COVER UNTIL ACCEPTANCE OF THE INSURANCE BY THE UNDERWRITER.*

Page 1 of 4

Jennifer [REDACTED] Molloy  
[REDACTED]  
SOUTH HEDLAND WA 6722

Invoice Date: 17/01/2018

Invoice No: [REDACTED]

Our Reference: [REDACTED]

Should you have any queries in relation to this account, please contact your Account Manager  
[REDACTED]

**Class of Policy:** LANDLORDS INSURANCE  
**Insurer:** IAL  
Level 18 / 126 Phillip Street, Sydney NSW 2000  
ABN:  
**The Insured:** Jennifer [REDACTED] Molloy

**QUOTATION ONLY**

Policy No: T/B/A

Period of Cover:

From **15/02/2018**  
to **15/02/2019** at 4:00 pm

**Details:** See attached schedule for a description of the risk(s) insured

For your Duty of Disclosure, please see reverse side of this invoice.

**Your Premium:**

Premium	UW Levy	Fire Levy	GST	Stamp Duty	Broker Fee
\$6,783.85	\$0.00	\$0.00	\$678.44	\$746.22	\$0.49

Commission earned on this invoice \$1,492.45

<b>TOTAL</b>	<b>\$8,209.00</b>
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(A processing fee applies for Credit Card payments)

Clients who are not fully satisfied with our services should contact our customer relations/complaints officer. Lugarno Holdings Pty Ltd is a member of the Financial Ombudsman Service (FOS), a free customer service and ASIC approved dispute resolution facility. For further information, please contact us or FOS on 1300 367 287.

Lugarno Holdings Pty Ltd

Our Reference: [REDACTED]

Invoice No: [REDACTED]

Due Date: 15/02/2018

Premium	\$6,783.85
U'writer Levy	\$0.00
Fire Levy	\$0.00
GST	\$678.44
Stamp Duty	\$746.22
Broker Fee	\$0.49

**AMOUNT DUE****\$8,209.00**

## **IMPORTANT NOTICES**

### **1. THE DUTY OF DISCLOSURE**

Before you enter into a contract of general insurance, you have a duty under the Insurance Contracts Act 1984, to disclose to the Insurer every matter that you know, or could reasonably be expected to know, is relevant to the Insurer's decision whether to accept the risk of the insurance, and if so, on what terms.

Your duty however does not require disclosure of a matter –

- Which diminishes the risk to be undertaken by the Insurer;
- That is of common knowledge;
- That your Insurer knows or, in the ordinary course of their business, ought to know;
- As to which compliance with your duty is waived by the Insurer.

### **Non-disclosure**

If you fail to comply with your duty of disclosure, the Insurer may be entitled to reduce liability under the contract of insurance with respect of a claim or they may cancel the contract of insurance.

If your non-disclosure is fraudulent, the Insurer may also have the option of avoiding the contract of insurance from the policy inception.

Please note that the required duty of disclosure is particularly important in matters relating to physical risk, past claims, cancellation of insurance covers, the imposition of increased premiums, criminal convictions, insolvency and any other matters which may affect the acceptance of the risk by an Insurer.

Disclosure is not limited to matters applying to the Insured named in the policy but includes other associated or past business or private insurances.

### **2. UNDER-INSURANCE**

The classes of insurance listed below may contain what is commonly known as 'average', 'under-insurance' or 'co-insurance' clauses. Such clauses impose an obligation upon an Insured to effect insurance for the full value of a particular asset and/or for the maximum potential risk to such asset. A failure to declare full insured values may result in the Insurer reducing the amount of any insurance claim by the proportion of the underdeclaration.

Classes of Insurance containing average / under-insurance / co-insurance clauses include (but are not limited to) the following:

Fire, Strata, Business Interruption, Contractors' Risk, Industrial Special Risk, Contractors' Plant and Machinery, Business Package, Machinery Breakdown, Farm, Electronic Equipment, Home Package, Boiler Explosion, Marine Cargo Annual Multi Risk.

### **3. WARRANTIES**

Warranties within any Policy are to be regarded as essential terms of the contract of insurance.

### **4. HOLD-HARMLESS / CONTRACTING OUT / PREVENTION OF SUBROGATION**

You may prejudice your rights of a claim if without prior agreement from your Insurer, you make any agreement which will prevent the Insurer from recovering the loss from a third party. Please do not hesitate to contact us, should you have any queries or concerns as to whether a particular contractual clause may prejudice rights to your insurance.

### **5. INSURING THE RIGHTS OF OTHER PARTIES**

If you require the interest of party other than the Named Insured to be reflected in an insurance policy, you should contact our office for advice.

### **6. DUTY OF UTMOST GOOD FAITH**

Contracts of insurance are subject to the duty of utmost good faith and this is part of Law. Utmost good faith must be strictly adhered to by all parties to the contract of insurance and any failure to do so may prejudice a claim.

### **7. CHANGE OF CIRCUMSTANCES OR RISK**

It is our duty as insurance brokers to provide you with professional advice and services however, the advice and services can only be sound and valid if we are kept fully informed of changes to your business, operations and circumstances. It is imperative that you advise us of location changes or new business activities, products or any departure from your normal form of business.

In order to ensure correct protection at all times, please consult with us. If you are in doubt as to whether an insurer should or should not be told of certain changes, we would rather provide you with the additional service by answering these queries rather than allowing you to take the risk of losing your indemnity under your insurance policies.

### **8. FINANCIAL OMBUDSMAN SERVICE (FOS)**

Lugamo Holdings Pty Ltd subscribes to the Financial Ombudsman Service (FOS), a free customer service. Further information is available from our office.

### **9. COMMISSION AND BROKERAGE FEES**

We may not refund brokerage fees or commissions earned on your premium if you cancel or amend your cover.

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**Schedule of Insurance**

Page 3 of 4

**Class of Policy:** LANDLORDS INSURANCE  
**The Insured:** Jennifer [REDACTED] Molloy

**Policy No:** T/B/A  
**Invoice No:** [REDACTED]  
**Our Ref:** [REDACTED]

**Landlord Quote Schedule - Accidental Damage**

**Insured Name** Jennifer [REDACTED] Molloy  
**Situation** [REDACTED] SOUTH HEDLAND WA 6722  
**Quote Number** [REDACTED]  
**Quote Valid to** 18 March 2018  
**Period of Insurance** 15 February 2018 to 15 February 2019  
**Payment Mode** Annual

**COVER DETAILS****Section 1**

**Cover type** Building Only

**Optional cover types selected**

Loss of Rent No

Rent Default No

Theft by Tenant No

**Section 2**

**Liability Cover** Yes

**SUMS INSURED**

**Buildings** \$500,000  
**Automatic Contents** \$10,000  
**Contents** N/A  
**Special Contents** N/A  
**Annual Rental Amount** N/A  
**Limit of Liability** \$20,000,000

**EXCESSES**

**Buildings** \$500 (Including Automatic Contents)  
**Contents** N/A

Other excesses may apply for certain types of claims and are detailed in the PDS.

**RISK INFORMATION DETAILS**

**Has insurance been declined in last 12 months** No

**Is the property:**

Used for business purposes other than home office or surgery? No

Under construction, reconstruction or renovation? No

In poor condition or poorly maintained? No

Expected to be unoccupied for more than 90 continuous days during the period of cover? No

Under any heritage listing/National Trust listing or order? No

Used as hostel, bed and breakfast or Guesthouse? No

**Other policies with IAL** No

**Occupancy type** Rented To Tenants (Long Term Basis)

**Building type** Free Standing Home

**Schedule of Insurance**

Page 4 of 4

**Class of Policy:** LANDLORDS INSURANCE  
**The Insured:** Jennifer [REDACTED] Molloy

**Policy No:** T/B/A  
**Invoice No:** [REDACTED]  
**Our Ref:** [REDACTED]

**BUILDINGS****Construction Details**

Walls Double brick  
 Roof Iron (Corrugated)  
 Period or year built 1970-1979  
 Quality Standard quality

**Number of Levels**

1

**Is there a swimming pool, outdoor spa or lift at the property?**

No

**Is your property managed by a professional property agent?**

Yes

**SECURITY**

**Minimum security among the property's externally accessible doors**

**Minimum security on ALL the property's accessible windows**

**Alarm Security**

**OTHER INTERESTED PARTIES**

**Interested Party**

No

**PRINTABLE NOTES**

N/A



# BJS Body Corporate Insurance Brokers Pty Ltd

ABN 44 006 267 732

ACN 006 267 732

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MELBOURNE VIC 3004

Email: bodycorp@bjsib.com.au

This quotation is based on the information supplied. If you wish to obtain cover on this basis, please complete the attached documentation and return to this office with payment. PLEASE NOTE THAT YOU HAVE NO COVER UNTIL ACCEPTANCE OF THE INSURANCE BY THE UNDERWRITER.

Page 1 of 6

Jennifer Molloy

SOUTH HEDLAND WA 6722

Invoice Date: 8/02/2018

Invoice No:

Our Reference:

Should you have any queries in relation to this account, please contact your Account Manager

**Class of Policy:** Landlords Insurance  
**Insurer:** Allianz Australia Insurance Limited  
 P O Box 9870, MELBOURNE 3001  
 ABN: 15 000 122 850  
**The Insured:** Jennifer Molloy

### QUOTATION ONLY

Policy No:

Period of Cover:

From 14/02/2018

to 14/02/2019 at 4:00 pm

**Details:** See attached schedule for a description of the risk(s) insured

#### PRIVACY NOTICE:

We are committed to protecting your privacy. We use the information you provide to advise about and assist with your insurance needs. We provide your information to insurance companies and agents that provide insurance quotes and offer insurance terms to you or the companies that deal with your insurance claim (such as loss assessors and claims administrators). Your information may be given to an overseas insurer (like Lloyd's of London) if we are seeking insurance terms from an overseas insurer, or to reinsurers who are located overseas. We will try to tell you where those companies are located at the time of advising you. We do not trade, rent or sell your information.

#### Your Premium:

Premium	UW Levy	Fire Levy	GST	Stamp Duty	Broker Fee
\$9,712.55	\$0.00	\$0.00	\$975.61	\$1,068.38	\$43.46

Commission earned on this invoice \$2,136.76

**TOTAL** \$11,800.00  
 (Excluding Credit Card fee)

Credit Card fee (inc GST) is \$106.20

If you don't provide us with full information, we can't properly advise you, seek insurance terms for you, or assist with claims and you could breach your duty of disclosure.



Acct Name: BJS Body Corporate Insurance Brokers Pty  
 BSB: Account:  
 Reference:

Our Reference:  
 Invoice No:  
 Acct Man:



Mail this portion with your cheque payable to:  
 BJS Body Corporate Insurance Brokers Pty Ltd  
 PO BOX 7081  
 St Kilda Road, MELBOURNE VIC 3004



To pay with your  
 Visa/Mastercard  
 Call 1300 369 589  
 Visit [www.bjsib.com.au](http://www.bjsib.com.au)  
 Client Ref: Invoice Ref:

AMOUNT DUE

\$11,800.00

**IMPORTANT NOTICE TO POLICYHOLDERS, YOUR RIGHTS AND OBLIGATIONS**

The information set out below is relevant to any new insurance renewal and reinstatement of any existing insurance.

**1. DUTY OF DISCLOSURE**

In order to make an informed assessment of the risk and calculate the appropriate premium, your insurers needs information about the risk that you are asking to insure. This information extends to anyone seeking to be covered by the policy. For this reason, before you enter into a contract of general insurance with an insurer, you have a duty, under the Insurance Contracts Act 1984, to disclose to the insurer every matter that you know, or could be reasonably expected to know, is relevant to the insurer's decision whether to accept the risk of the insurance and, if so, on what terms. You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a contract of general insurance. You do not have to disclose anything that:

- reduces the risk to be undertaken by the insurer
- is common knowledge;
- your insurer knows or, in the ordinary course of business ought to know; or
- if the insurer has waived your obligation to disclose.

If you do not comply with your duty of disclosure, your insurer may be entitled to reduce its liability under the contract in respect of a claim, or may cancel the contract. If the non-disclosure is fraudulent, the insurer may be able to avoid (or cancel) the contract of insurance from its beginning. This would have the effect that you were never insured. One important matter to be disclosed is the history of losses suffered by the person seeking insurance or any closely associated person or entity. As you are responsible for checking that you have made completed disclosure, we suggest that you keep an up to date record of all such losses and claims.

**2. Third Party Interests**

Many policies exclude cover for an interest in the insured property held by someone other than the named insured, unless that interest is specifically noted on the policy. For example, if property is jointly owned or subject to finance, the interest of the joint owner or financier may be excluded, if it is not specifically noted in the policy.

**3. Hold Blameless or Preventing the Right of Recovery**

You are warned that should you become a party to any agreement that has the effect of excluding or limiting the insurers chances of recovery from a Third Party, the insurer will have the right to refuse to indemnify you for such loss if it is shown that the insurers rights of recovery has been prejudiced by your action.

**4. Authority to Act as your Broker**

When you instruct us to arrange cover on your behalf, it is deemed that you have appointed us as your agent to deal with all matters relevant to the contract including claims. Unless you have appointed us in writing to act as your Insurance Broker for your complete Insurance Program we only accept responsibility for advice in respect to this policy. We will advise you of the expiry date of your policy and make recommendations to you for cover improvement or premium cost savings available. Payment of our invoice or written instructions to renew must be received by us before 4pm on the policy expiry date, otherwise your cover will cease at that time. In the absence of your written notice to the contrary, payment of your account will be deemed to acknowledge your acceptance of these broker appointment conditions.

**5. Reasonable Precautions**

You must take all reasonable precautions for the maintenance and safety of the property insured and the Company will not be liable for any loss, damage, injury or liability arising from a deliberate or fraudulent act committed by you on your behalf.

**6. Financial Ombudsman Service**

Clients who are not fully satisfied with our services should contact our customer relations/complaints officer. We also subscribe to Financial Ombudsman Service. (FOS) a free customer service, and the General Insurance Brokers Code of Practice. Further information is available from us or by contacting FOS directly at Level 12, 717 Bourke Street, Docklands VIC 3008 on 1300 780 808, fax 03 9613 6399, email: [info@fos.org.au](mailto:info@fos.org.au) or visit website: [www.fos.org.au](http://www.fos.org.au)

**7. Cancellation**

If a cover is cancelled before the expiry of the period of insurance, we reserve the right to refund to you only the net return premium we received from the insurer, and not refund any part of the brokerage and/or broker fee we receive for arranging the cover. A broker fee maybe charged to process the cancellation.

**8. Alterations**

No alterations to the risk whatsoever will be admitted until you have notified us in writing and will not take effect until acceptance is confirmed by the insurance underwriters.

**9. Disclaimer**

This notice is a summary only (errors and omissions, excepted) and does not purport to be a copy of the insurance underwriters' policy or other documents, in case of any discrepancy, the underwriters' documents will prevail.

**Schedule of Insurance**

Page 3 of 6

**Class of Policy:** Landlords Insurance  
**The Insured:** Jennifer Molloy

**Policy No:**  
**Invoice No:**  
**Our Ref:**

This policy is underwritten by:  
 Allianz Australia Insurance Limited  
 AFS Licence No. 234708  
 ABN 15 000 122 850

Insured Name Jennifer Molloy  
 Trading Name

Proposed Period of Insurance:  
 Proposed Issue Date 14/02/2018  
 Proposed Expiry Date 14/02/2019  
 Quote Valid to Date 09/04/2018

SITUATION 1 [REDACTED]  
 SOUTH HEDLAND  
 WA 6722

No Claim Bonus 30.00%

**BUILDINGS**

Cover Type Landlord  
 Building Type House on Slab/Foundations  
 Construction Brick Veneer  
 Site > 20,000 sq mtrs No  
 Security Not Applicable  
 Sum Insured \$ 400000  
 Excess \$ 550

LIMIT OF LEGAL LIABILITY \$ 20,000,000

In the event of an earthquake or tsunami  
 the basic excess will be increased by \$250.

**CONTENTS**

Sum Insured: Not Selected  
 Total Contents Sum Insured \$ 0

Length of Tenancy Agreement Long Term

**OPTIONAL ADDITIONAL COVERS**

Rent Default and Theft by Tenant  This cover does  
 not apply  
 Landlord Workers Compensation  This cover does  
 not apply  
 Accidental Damage by Tenants  This cover does  
 not apply

Weekly Rent \$ 315

Flood  
 Flood Cover Not Included  
 You have chosen not to take up the optional benefit for  
 Flood. As a result you will not be covered for loss,  
 liability, injury or damage caused by or arising from flood  
 to buildings and/or contents for the risk specified. If you  
 would like to add flood cover to your policy you can still  
 do so, subject to our eligibility criteria. An additional



**Schedule of Insurance**

Page 4 of 6

**Class of Policy:** Landlords Insurance  
**The Insured:** Jennifer Molloy

**Policy No:**  
**Invoice No:**  
**Our Ref:**

premium is payable. If you would like to add flood cover to your current policy, please contact your Intermediary.

**ADDITIONAL CONDITIONS AND ENDORSEMENTS APPLYING TO THE POLICY**

The following condition(s) and/or endorsement(s) apply to this insurance. Where applicable they will replace any terms, conditions or exclusions contained in the policy document.

Applicable only when you have contents cover

If the claim relates to loss or damage to refrigerators, freezers, washing machines, clothes dryers and dishwashers, we will replace these items with items that have equal or better energy efficiency, based on energy consumption, where available.

**MINIMUM PREMIUM MAY APPLY**

Minimum premiums may apply. Any discounts/entitlements only apply to the extent any minimum premium is not reached. If you are eligible for more than one, we also apply each of them in a predetermined order to the premium (excluding taxes and government charges) as reduced by any prior applied discounts/entitlements.

**POLICY CONDITIONS**

**Situation 1**

There are no additional conditions and clauses applying to this situation.

**Financial Claims Scheme**

In the unlikely event Allianz Australia Insurance Limited were to become insolvent and could not meet its obligations under this Policy, a person entitled to claim may be entitled to payment under the Financial Claims Scheme. Access to the Scheme is subject to eligibility criteria and for more information see APRA website at <http://www.apra.gov.au> and the APRA hotline on 1300 55 88 49.

**ALLIANZ PRIVACY NOTICE**

This document sets out how we use, collect and disclose personal information about you. It replaces any information about privacy in the insurance documentation we have previously provided to you. Further information is in our Privacy Policy available at [www.allianz.com.au](http://www.allianz.com.au).

At Allianz, we give priority to protecting the privacy of your personal information. We do this by handling personal information in a responsible manner and in accordance with

**Schedule of Insurance**

Page 5 of 6

**Class of Policy:** Landlords Insurance  
**The Insured:** Jennifer Molloy

**Policy No:**  
**Invoice No:**  
**Our Ref:**



the Privacy Act 1988 (Cth).

**How We Collect Your Personal Information**

We usually collect your personal information from you or your agents. We may also collect it from our agents and service providers; other insurers and insurance reference bureaus; people who are involved in a claim or assist us in investigating or processing claims, including third parties claiming under your policy, witnesses and medical practitioners; third parties who may be arranging insurance cover for a group that you are a part of; law enforcement, dispute resolution, statutory and regulatory bodies; marketing lists and industry databases; and publicly available sources.

**Why We Collect Your Personal Information**

We collect your personal information to enable us to provide our products and services, including to process and settle claims; offer our products and services and those of our related companies, brokers, intermediaries and business partners that may interest you; and conduct market or customer research to determine those products or services that may suit you. You can choose not to receive product or service offerings from us (including product or service offerings from us on behalf of our brokers, intermediaries and/or our business partners) or our related companies by calling the Allianz Direct Marketing Privacy Service Line on 1300 360 529, EST 8am to 6pm Monday to Friday, or going to our websites Privacy section at [www.allianz.com.au](http://www.allianz.com.au).

**Who We Disclose Your Personal Information To**

We may disclose your personal information to others with whom we have business arrangements for the purposes listed in the paragraph above or to enable them to offer their products and services to you. These parties may include insurers, intermediaries, reinsurers, insurance reference bureaus, related companies, our advisers, persons involved in claims, external claims data collectors and verifiers, parties that we have an insurance scheme in place with under which you purchased your policy (such as a financier or motor vehicle manufacturer and/or dealer). Disclosure may also be made to government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law.

**Disclosure Overseas**

Your personal information may be disclosed to other companies in the Allianz Group, business partners, reinsurers and service providers that may be located in Australia or overseas. The countries this information may be disclosed to will vary from time to time, but may include Canada, Germany, New Zealand, United Kingdom, United States of America and other countries where the Allianz Group has a presence or engages subcontractors. We regularly review the security of our systems used for sending personal information overseas. Any information disclosed may only be used for the purposes of collection detailed above and system administration.

**Access to Your Personal Information and Complaints**

You may ask for access to the personal information we hold

**Schedule of Insurance**

Page 6 of 6

<b>Class of Policy:</b> Landlords Insurance <b>The Insured:</b> Jennifer Molloy	<b>Policy No:</b> <b>Invoice No:</b> <b>Our Ref:</b>
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about you and seek correction by calling 1300 360 529 EST 8am 6pm, Monday to Friday. Our Privacy Policy contains details about how you may make a complaint about a breach of the privacy principles contained in the Privacy Act 1988 (Cth) and how we deal with complaints. Our Privacy Policy is available at [www.allianz.com.au](http://www.allianz.com.au).

**Telephone Call Recording**

We may record incoming and/or outgoing telephone calls for training or verification purposes. Where we have recorded a telephone call, we can provide you with a copy at your request, where it is reasonable to do so.

This document was printed on 08/02/2018



# BJS Body Corporate Insurance Brokers Pty Ltd

ABN 44 006 267 732

ACN 006 267 732

AFS Licence No: 241466

Level 1 /509 St Kilda Road

PO BOX 7081

Tel: (03) 9860 4261

St Kilda Road, MELBOURNE VIC 3004

Fax: (03) 9820 5664

MELBOURNE VIC 3004

Email: bodycorp@bjsib.com.au

This quotation is based on the information supplied. If you wish to obtain cover on this basis, please complete the attached documentation and return to this office with payment. PLEASE NOTE THAT YOU HAVE NO COVER UNTIL ACCEPTANCE OF THE INSURANCE BY THE UNDERWRITER.

Page 1 of 3

Jennifer Molloy

[REDACTED]  
SOUTH HEDLAND WA 6722

Invoice Date: 8/02/2018

Invoice No: [REDACTED]

Our Reference: [REDACTED]

Should you have any queries in relation to this account, please contact your Account Manager

**Class of Policy:** Landlords Insurance  
**Insurer:** Insurance Australia Limited (T/as CGU)  
 181 William Street, MELBOURNE 3000  
 ABN: 11 000 016 722  
**The Insured:** Jennifer Molloy

### QUOTATION ONLY

Policy No: [REDACTED]

Period of Cover:

From 14/02/2018

to 14/02/2019 at 4:00 pm

**Details:** See attached schedule for a description of the risk(s) insured

### PRIVACY NOTICE:

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### Your Premium:

Premium	UW Levy	Fire Levy	GST	Stamp Duty	Broker Fee
\$8,596.03	\$0.00	\$0.00	\$864.04	\$945.56	\$44.37

Commission earned on this invoice \$2,127.52

**TOTAL** \$10,450.00  
 (Excluding Credit Card fee)

Credit Card fee (inc GST) is \$94.05

If you don't provide us with full information, we can't properly advise you, seek insurance terms for you, or assist with claims and you could breach your duty of disclosure.



Acct Name: BJS Body Corporate Insurance Brokers Pty  
 BSB: [REDACTED] Account: [REDACTED]  
 Reference: [REDACTED]

Our Reference: [REDACTED]  
 Invoice No: [REDACTED]  
 Acct Man: [REDACTED]



Mail this portion with your cheque payable to:  
 BJS Body Corporate Insurance Brokers Pty Ltd  
 PO BOX 7081  
 St Kilda Road, MELBOURNE VIC 3004



To pay with your  
 Visa/Mastercard  
 Call 1300 369 589  
 Visit www.bjsib.com.au  
 Client Ref: [REDACTED] Invoice Ref: [REDACTED]

**AMOUNT DUE**

**\$10,450.00**

**IMPORTANT NOTICE TO POLICYHOLDERS, YOUR RIGHTS AND OBLIGATIONS**

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**1. DUTY OF DISCLOSURE**

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- reduces the risk to be undertaken by the insurer
- is common knowledge;
- your insurer knows or, in the ordinary course of business ought to know; or
- if the insurer has waived your obligation to disclose.

If you do not comply with your duty of disclosure, your insurer may be entitled to reduce its liability under the contract in respect of a claim, or may cancel the contract. If the non-disclosure is fraudulent, the insurer may be able to avoid (or cancel) the contract of insurance from its beginning. This would have the effect that you were never insured. One important matter to be disclosed is the history of losses suffered by the person seeking insurance or any closely associated person or entity. As you are responsible for checking that you have made completed disclosure, we suggest that you keep an up to date record of all such losses and claims.

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Many policies exclude cover for an interest in the insured property held by someone other than the named insured, unless that interest is specifically noted on the policy. For example, if property is jointly owned or subject to finance, the interest of the joint owner or financier may be excluded, if it is not specifically noted in the policy.

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You are warned that should you become a party to any agreement that has the effect of excluding or limiting the insurers chances of recovery from a Third Party, the insurer will have the right to refuse to indemnify you for such loss if it is shown that the insurers rights of recovery has been prejudiced by your action.

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When you instruct us to arrange cover on your behalf, it is deemed that you have appointed us as your agent to deal with all matters relevant to the contract including claims. Unless you have appointed us in writing to act as your Insurance Broker for your complete Insurance Program we only accept responsibility for advice in respect to this policy. We will advise you of the expiry date of your policy and make recommendations to you for cover improvement or premium cost savings available. Payment of our invoice or written instructions to renew must be received by us before 4pm on the policy expiry date, otherwise your cover will cease at that time. In the absence of your written notice to the contrary, payment of your account will be deemed to acknowledge your acceptance of these broker appointment conditions.

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**6. Financial Ombudsman Service**

Clients who are not fully satisfied with our services should contact our customer relations/complaints officer. We also subscribe to Financial Ombudsman Service. (FOS) a free customer service, and the General Insurance Brokers Code of Practice. Further information is available from us or by contacting FOS directly at Level 12, 717 Bourke Street, Docklands VIC 3008 on 1300 780 808, fax 03 9613 6399, email: [info@fos.org.au](mailto:info@fos.org.au) or visit website: [www.fos.org.au](http://www.fos.org.au)

**7. Cancellation**

If a cover is cancelled before the expiry of the period of insurance, we reserve the right to refund to you only the net return premium we received from the insurer, and not refund any part of the brokerage and/or broker fee we receive for arranging the cover. A broker fee maybe charged to process the cancellation.

**8. Alterations**

No alterations to the risk whatsoever will be admitted until you have notified us in writing and will not take effect until acceptance is confirmed by the insurance underwriters.

**9. Disclaimer**

This notice is a summary only (errors and omissions, excepted) and does not purport to be a copy of the insurance underwriters' policy or other documents, in case of any discrepancy, the underwriters' documents will prevail.

**Schedule of Insurance**

Page 3 of 3

**Class of Policy:** Landlords Insurance  
**The Insured:** Jennifer Molloy

**Policy No:**  
**Invoice No:**  
**Our Ref:**

## STEADFAST LANDLORDS RESIDENTIAL INSURANCE

Insured Name(s)- Jennifer Molloy

Situation 1 - [REDACTED] SOUTH HEDLAND, WA 6722

	SUM INSURED
	-----
BUILDINGS (including Replacement Benefit)	\$400,000
CONTENTS	Not Insured
SPECIAL CONTENTS	Not Insured
LOSS OF RENT	Not Insured
RENT DEFAULT AND THEFT BY A TENANT	Not Insured

Excess applicable to all above \$550

Additional excesses apply for claims for earthquake, tsunami, vandalism or malicious acts by tenants, deliberate or intentional acts by tenants, rent default and theft by a tenant. These are shown in the policy wording.

LIABILITY	\$10,000,000
WORKERS' COMPENSATION	Not Insured

-----  
 IMPORTANT NOTICES  
 -----

## POLICY AMENDMENTS

These amendments should be read in conjunction with your policy booklet as the terms described now form part of your policy.

## POLICY EXCESS

For each separate identifiable incident for which your policy provides cover any applicable excess will apply for each incident giving rise to a claim.

**GENERAL ADVICE WARNING**

This advice has been prepared without taking account of your objectives, financial situation or needs. Because of this you should, before acting on the advice, consider the appropriateness of the advice, having regard to your objectives, financial situation or needs. If the advice relates to the acquisition or possible acquisition of an insurance policy, you should also obtain a PDS relating to the product. You should consider the PDS before making any decision about whether to acquire the policy.